COLLECTIVE AGREEMENT

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

BETWEEN

WETASKIWIN REGIONAL DIVISION NO. 11

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018
# TABLE OF CONTENTS

1. APPLICATION / SCOPE ................................................................. 3
2. TERM ....................................................................................... 5
3. SALARY .................................................................................. 7
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE ......... 13
5. SUBSTITUTE TEACHERS ................................................................. 17
6. PART TIME TEACHERS ................................................................. 17
7. GROUP BENEFITS ..................................................................... 18
8. CONDITIONS OF PRACTICE ......................................................... 20
9. PROFESSIONAL DEVELOPMENT .................................................... 21
10. SICK LEAVE ............................................................................ 23
11. MATERNITY, ADOPTION AND PARENTAL LEAVE .............................. 24
12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE ...... 26
13. ASSOCIATION LEAVE AND SECONDMENT ...................................... 27
14. OTHER LEAVES ..................................................................... 27
15. CENTRAL GRIEVANCE PROCEDURE .............................................. 29
16. LOCAL GRIEVANCE PROCEDURE ............................................... 31
17. EMPLOYMENT ....................................................................... 33
18. DATE OF AGREEMENT ................................................................. 36

APPENDIX
LETTERS OF UNDERSTANDING
#1 TRIAL PROGRAM ON TIME OFF FOR COMPRESSION ........................... 37
#2 ME TOO CLAUSE/INCREASE MODIFIER ......................................... 38
#3 CLASSROOM IMPROVEMENT FUND (CIF) GRANT ............................... 40
#4 RETIRED TEACHERS .................................................................. 41
#5 LIEU DAYS FOR PRINCIPALS AND VICE PRINCIPALS ...................... 42

SUB PLAN .................................................................................. 43
This Collective Agreement between

Wetaskiwin Regional Division No.11

(hereinafter referred to as the "Employer")

Party of the first part

and

The Alberta Teachers’ Association,

a body corporate incorporated under the laws of the Province of Alberta

(hereinafter referred to as the "Association")

Party of the second part

Effective February 12, 2019, whereas this Collective Agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

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

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

1. APPLICATION/SCOPE

1.1 This Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.

1.1.1 All teachers employed by the Employer shall be members of the Association.

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

1.2 Excluded Positions (This clause expires when clause 1.2 below comes into effect)
   1.2.1 Superintendent
   1.2.2 Deputy, Assistant or Associate Superintendents
   1.2.3 Directors

1.2 Excluded Positions (Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is the earlier)
   1.2.1 Superintendent
   1.2.2 Deputy Superintendent(s)
   1.2.3 Assistant Superintendent(s)
   1.2.4 Associate Superintendent(s)
   1.2.5 Director(s)

1.3 The Association is the bargaining agent for each bargaining unit and:
   1.3.1 has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and
   1.3.2 has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.

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

1.5 Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.

1.6 This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.

1.7 This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors for the period of the contract.
2. **TERM**

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

2.2 **List Bargaining re Joint Interpretation Bulletin**

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 an Employer 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.

2.5.2 For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Employer 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 Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.

2.8 Provision of Information

2.8.1 As the Association is the bargaining agent for the teachers employed by each Employer, each Employer 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 Employer 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 Employer financial statement;
d) Total benefit premium cost;
e) Total substitute teacher cost; and
f) Total allowances cost.

3. SALARY

3.1 Salary Pay Date/Schedule

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

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

3.1.2 Substitute teachers shall be paid on the same date as all other teachers provided they fulfill their responsibilities in completing their required payroll information by the established cut-off date.

3.1.3 Any teacher other than a substitute, who teaches in a school which has a longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.

3.1.4 Year Round Calendar

3.1.4.1 Teachers employed by the Employer who transfer to a school with a year round calendar, instead of being provided with two months of salary in August of the year of the transfer, shall be paid an additional month of salary at the conclusion of their service with the Employer. A teacher affected by this clause who then transfers back to a traditional school year shall receive the additional month in the same manner.

3.1.4.2 Teachers who are hired by the Employer in a school with
a year round calendar shall be paid their monthly salary as per clause 3.1.1 from August to July of each school year. If a teacher hired in a school with a year round calendar transfers to a school with a traditional school year, they shall continue to be paid from August to July and are not eligible for any compensation under clause 3.1.4.1.

3.1.4.3 The salary pursuant to clause 3.1.4.1 shall be at the rate of pay in effect at the time payment under clause 3.1.4.1 is carried out.

3.1.4.4 The payment due under this clause shall be secured by way of a written addendum to the individual teacher's current employment contract.

3.2 Grid

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

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

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

<table>
<thead>
<tr>
<th>Years of Teaching</th>
<th>Years of Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One</td>
</tr>
<tr>
<td>0</td>
<td>38,267</td>
</tr>
<tr>
<td>1</td>
<td>40,688</td>
</tr>
<tr>
<td>2</td>
<td>43,107</td>
</tr>
<tr>
<td>3</td>
<td>45,528</td>
</tr>
<tr>
<td>4</td>
<td>47,947</td>
</tr>
<tr>
<td>5</td>
<td>50,371</td>
</tr>
<tr>
<td>6</td>
<td>52,791</td>
</tr>
<tr>
<td>7</td>
<td>55,212</td>
</tr>
<tr>
<td>Years of Teaching</td>
<td>Years of Education</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>8</td>
<td>59,869 67,130 86,901 90,423 94,048</td>
</tr>
<tr>
<td>9</td>
<td>61,965 69,526 90,494 94,017 97,642</td>
</tr>
<tr>
<td>10</td>
<td>94,089 97,610 101,234</td>
</tr>
</tbody>
</table>

Years 1, 2 and 3 of education (grid salary categories C1, C2 and C3) will be eliminated from all Collective Agreements where they currently exist, effective September 1, 2017. All teachers who currently received an annual salary under Categories C1, C2 or C3 of an existing Collective Agreement will be appointed to the step within the fourth year (Category C4) that is nearest to, but not less than, the teacher's current annual salary. If that step on the grid is not C4MAX, the teacher is eligible for grid movement on the basis of experience increments.

*Effective September 1, 2017 the following salary schedule shall be effective:*

<table>
<thead>
<tr>
<th>Years of Teaching</th>
<th>Years of Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Four</td>
</tr>
<tr>
<td>0</td>
<td>58,845</td>
</tr>
<tr>
<td>1</td>
<td>62,267</td>
</tr>
<tr>
<td>2</td>
<td>65,687</td>
</tr>
<tr>
<td>3</td>
<td>69,108</td>
</tr>
<tr>
<td>4</td>
<td>72,528</td>
</tr>
<tr>
<td>5</td>
<td>76,120</td>
</tr>
<tr>
<td>6</td>
<td>79,715</td>
</tr>
<tr>
<td>7</td>
<td>83,309</td>
</tr>
<tr>
<td>8</td>
<td>86,901</td>
</tr>
<tr>
<td>9</td>
<td>90,494</td>
</tr>
<tr>
<td>10</td>
<td>94,089</td>
</tr>
</tbody>
</table>
3.3 **Education**

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

3.3.2 The adjustment dates for changes in the allowance for university education are September 1 and February 1.

3.3.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall supply satisfactory evidence of teacher education to the Employer within 90 calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within 90 calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits a copy of the application for evaluation of teacher education to the Employer within 45 calendar days of commencement of employment or adjustment dates.

3.3.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications.

3.4 **Experience**

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

a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and

b) employed as a substitute teacher within the preceding five (5) years.

3.4.2 A teacher shall be granted only one (1) experience increment during any one (1) school year.

3.4.3 Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.

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 an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.
3.4.5 Increments shall become effective on September 1 or February 1, following each year of additional service with the Employer.

3.4.5.1 A teacher must provide service for 125 days to qualify for an increment. In this respect, days when the teacher is absent through illness shall be considered as service days.

3.4.6 Teaching service with other Employers shall be treated as if it has been teaching service under this Collective Agreement. (Note: this article shall apply only to teachers hired after the date of signing of this agreement.)

3.4.6.1 No teacher shall receive increments for experience gained while not holding a valid teaching certificate.

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

3.4.7.1 Effective until August 31, 2017, a part-time teacher must accumulate 125 FTE days in accordance with Article 3.4.3 and 3.4.4 to qualify for an increment. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1.

Effective September 1, 2017, clause 3.4.7.1. shall cease to exist and shall be replaced by the following:

3.4.7.2. A part-time teacher must accumulate 125 FTE days in accordance with Article 3.4.3 to qualify for an increment.

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

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

3.4.9.1 If such evidence is submitted within the 45 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.

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

3.4.10 (a) Effective until August 31, 2017, teachers shall accumulate experience increments for substitute teaching with the Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching earned within a three-year period. For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Employer.

Effective September 1, 2017, clause 3.4.10 (a) shall cease to exist and is replaced by the following:

(b) Teachers shall accumulate experience increments for substitute teaching with the Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching in accordance with Article 3.4.1 (b.) For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Employer.

3.5 Special Considerations: Vocational Teachers

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

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

3.5.2 Grid Placement of Vocational Teachers

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

3.5.2.2 Experience: Experience in trade, business or industry will not be deemed to be teaching experience. However, the Employer and the Association consider it just and reasonable that each vocational teacher be placed in the grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in
a field directly related to the teacher's journeyman's certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Employer to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the maximum provided in the category relative to the teacher's training, as in clause 3.5.2.1 above.

3.6 Other Rates of Pay

3.6.1 Teacher Assigned to Multiple Locations Allowance:

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

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The Employer may create or fill administrative positions other than those specifically enumerated in clauses 4.2.1.5, 4.2.1.6 and 4.2.2 hereof, provided that additional allowances are negotiated with the Association Local No 18 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given in writing to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations and shall be retroactive to the date the notice was served to the Employer.

4.2 Administration Allowances

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

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

4.2.1 Principal Allowance

4.2.1.1 Basic allowance: 10.0 percent of category 4 maximum salary plus per pupil allowance:
0 -100 pupils  &  0.07 percent of category 4 maximum salary \\
101 - 200 pupils & 0.04 percent of category 4 maximum salary \\
201 - 300 pupils & 0.03 percent of category 4 maximum salary \\
301 - 400 pupils & 0.025 percent of category 4 maximum salary \\
401+ pupils & 0.02 percent of category 4 maximum salary \\

4.2.1.2 The minimum allowance any principal shall receive is $16,901. The principal's allowance shall be rounded to the nearest $50. Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is earlier, the second sentence of this sub-clause is no longer in effect.

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

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

4.2.1.5 District Principal – an allowance equal to the highest paid Principal's allowance paid herein.

4.2.1.6 Vice-Principal – an allowance equal to one half (1/2) of the applicable Principal's allowance.

4.2.2 Department Head

4.2.2.1 In addition to the salary specified in 3.2.3, there shall be paid additional allowances for Department Heads as follows:

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

4.3 Acting/Surrogate Administrators – Compensation

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

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

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

(a) more than three consecutive operational days but fewer than 11 consecutive operational days - 50 percent of the appropriate allowance retroactive to the first day,

(b) eleven (11) or more consecutive operational days - 50 percent of the appropriate allowance as per (a) above for the first 10 days and 100 percent of the appropriate allowance effective the 11th day.

4.4 Teachers with Principal Designations

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

4.4.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) 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. When the total length of the principal's designation will be five years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed
to be a continuing designation.

4.4.3 For any current principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2017, the Employer must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.5 Other Administrator Designations

4.5.1 A teacher occupying an administrative position on the date of the signing of this agreement shall continue to retain that administrative designation for the term of this agreement or until he/she vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position or until the criteria no longer exists to warrant the position as per sections 4.2.2 and 4.6.1.

4.5.2 Any teacher who becomes an employee of the Employer pursuant to the provisions of sections 241 and 242 of the School Act, 2000 and who had been designated a principal, vice-principal or assistant principal by his/her former employer retains such designation.

4.6 Other Administrator Conditions

4.6.1 Allocation and Appointment of Administration:

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

4.6.2 Vacation/Work Schedule

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

4.6.2.2 Any teacher who is in receipt of an administrative allowance as provided in Article 4 shall accept the responsibility for having his/her school units operational on the commencement day of each school term, semester or other division of the school year.
5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

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

5.1.2 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

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

5.2 Commencement of Grid Rate

5.2.1 Number of days to go on grid: When a substitute teacher has taught for more than three days consecutively in one position the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth day of service in that position.

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 Assignment: When a substitute teacher has accepted employment, such employment shall not be cancelled without 12 hours’ notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 12 hours’ notice.

6. PART TIME TEACHERS

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

6.2 Provisions of this Collective Agreement shall be applicable to part time teachers on a prorated basis.

6.2.1 Effective May 1, 1997, this Collective Agreement will provide full-time
7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

7.1.2 The Employer shall contribute toward the costs of the various premiums as follows:

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>EMPLOYER CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) ASEBP Extended Disability Benefit, Plan D</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
<tr>
<td>(b) Life insurance, Schedule 2 &amp; Accidental Death &amp; Dismemberment</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
<tr>
<td>(c) ASEBP Extended Health Care Plan 1</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
<tr>
<td>(d) ASEBP Dental Care Plan 3</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
<tr>
<td>(e) Alberta Health Care</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
<tr>
<td>(f) Vision Care Plan 3</td>
<td>100 percent of each teacher's monthly premium</td>
</tr>
</tbody>
</table>

7.1.3 Employee Assistance Plan

7.1.3.1 The Employer agrees to maintain an Employee Assistance Plan which shall be 100 percent funded by the teachers. Any changes to the plan shall be made by mutual agreement.

7.1.3.2 The Employer and the Association agree that effective January 1, 2015, in accordance with clause 7.1.3.1 of the Collective Agreement, the Employer shall provide an
Employee Assistance Plan through the Alberta School Employee Benefit Plan's (ASEBP) Extended Disability Plan. The Parties agree that there is currently no cost associated with the provision of the Plan through ASEBP to either teachers who have extended disability coverage through ASEBP or to the Employer. In the event that ASEBP implements a premium associated with this Employee Assistance Plan, these costs shall be 100 percent funded by the teachers, as set out in clause 7.1.3.1 of the Collective Agreement.

7.1.3.3 For those teachers under contract, not covered by Alberta School Employee Benefit Plan's (ASEBP) Extended Disability Plan, the Employer will cover the cost of the premium associated with this Employee Assistance Plan.

7.2 Group Benefits Eligibility

7.2.1 Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this Collective Agreement shall be required to enroll in the ASEBP plans and Alberta Health Care (AHC). All teachers enrolled in the plans on the signing date of this Collective Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan, the dental plan, the vision care plan and the AHC plan upon submitting proof of participation in these or similar plans through his or her spouse.

7.3 Health Spending Account

7.3.1 The Employer will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows: Effective September 1, 2015 - $650.00

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

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

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments towards benefit plans by the Employer shall permit them to retain and not pass on to teachers, any
rebates of premiums otherwise required under Canada
Employment and Immigration Commission (previously
Unemployment Insurance Commission) regulations.

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 Employers 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) employer 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 Employer to occur at a particular time and place within a reasonable work day.

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

8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher’s assignable time if:
a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).

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

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

8.3 Other Conditions of Practice

8.3.1 Teachers shall be assigned duties for not more than 200 days in any school year.

8.3.2 Noon Hour Supervision:

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

8.3.2.2 Any arrangements so made by agreement among the majority of the staff shall be binding upon the entire staff and shall be a condition of employment.

8.3.2.3 Any arrangements so made and in compliance with this clause, shall be subject to the approval of the superintendent.

8.3.2.4 Where possible, any teacher required to be on duty, in compliance with this clause, shall be entitled to 30 minutes time during the school day free of the school and free of school duties.

8.4 Extracurricular

8.4.1 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.

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 Employer 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 Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.

9.2 Sabbatical/Professional Improvement / Graduate Study Leave

9.2.1 Sabbatical leave shall mean leave of absence granted by the Employer on application by the teacher for the following reasons:

9.2.1.1 Study approved by the Employer for improving the teacher's academic or professional education.

9.2.1.2 Travel or experience which has been approved by the Employer.

9.2.2 To be eligible for sabbatical leave under clause 9.2.1.1 or 9.2.1.2, the teacher shall have served the Employer for four years.

9.2.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher for a period of at least two years after resuming their duties.

9.2.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher shall return to the school system.

9.2.5 All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which sabbatical leave is to commence and the Employer shall notify applicants of acceptance or rejection by April 16.

9.2.6 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.

9.2.7 A teacher who is granted sabbatical leave for the year shall receive salary of 50 percent of current salary and the Employer’s contribution to benefits premiums. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.

9.2.8 The Employer may grant a sabbatical leave for a period of less than one year. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to one year.

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

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

10. SICK LEAVE / Medical Certificates and Reporting

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

10.1.1 In the first year of service with the Employer, in accordance with the provisions of the School Act, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.

10.2 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Article 7), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

10.2.1 Less than one year of service – the remaining entitlement in accordance with the School Act.

10.2.2 After one year of service – 90 calendar days.

10.3 When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.

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

10.4.1 A declaration, if required by the Employer, where the absence is for a period of three days or less.

10.4.2 A certificate, if required by the Employer, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

10.5 After 90 calendar days of continuous disability the sick leave provisions (Article 10) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Employer shall continue to pay its share of the teacher's benefit premiums.
11. MATEMATINY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

11.1.1 Maternity Leave

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

11.1.1.2 Article 10.4 shall apply to a teacher on maternity leave.

11.1.1.3 (a) The Employer shall implement a registered Supplementary Unemployment Benefits (SUB) plan which shall provide teachers on maternity leave with 100 percent of gross salary during 15 weeks of leave. This SUB plan shall be appended to this Collective Agreement. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 7.1.2, 7.1.3, and 7.3.

(b) If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for extended disability benefits.

(c) If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose prior to commencement of such absence either the SUB plan as provided for in 11.1.1.3 (a) or sick leave as provided for in Article 10 and such choice shall be irrevocable.

11.1.1.4 Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance; however, she shall give the Employer at least six weeks' notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

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

11.1.2 Parental Leave

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

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

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

11.1.2.4 The phrase "returned to the position held at the commencement of the leave" in clause 11.1.2.3 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.

11.1.3 Adoption Leave

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

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

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

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

11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer 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 Employer will continue paying the Employer 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 Employer paid benefit premiums, and shall reimburse
the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

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

(b) A teacher shall have available four (4) days of personal leave each school year. Two (2) days of personal leave may be taken each school year without deduction of salary; all personal leave taken after the first two (2) days of personal leave shall result in a deduction equal to the rate of a substitute teacher's pay for each such day of leave taken.

(c) (i) The maximum number of personal days a teacher may carry forward to a subsequent school year is one (1). (This clause expires when clause 12.1 (c) (ii) comes into effect.)

(ii) Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is earlier, the maximum number of personal days a teacher may carry forward to a subsequent school year is one (1) of the personal leave days without deduction of salary. The carried forward personal leave day shall not be carried forward a second time.

(d) No more than five (5) days of personal leave may be taken per school year.

(e) A personal leave day is equivalent to the teacher's normal work day.

(f) This leave may be used in a full day or half day increments.

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

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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 Employer 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 Employer. The Association will reimburse the Employer 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 Employer, the teacher, and the Association and is at no cost to the Employer.

13.4 During such secondment, the Employer 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 Employer for all payments made by the Employer to the teacher or on his/her behalf while on secondment under this clause.

14. OTHER LEAVES

For the purposes of clauses 14.1 through 14.6, a teacher is entitled to temporary leave of absence with pay and the Employer's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to section 111(1)(d)(i) of the School Act, 2000, where such teacher is absent:
14.1 Bereavement and Critical Illness Leave

14.1.1 For not more than five teaching days for each occurrence because of the critical illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher’s household and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.

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

14.2 Graduation, Convocation and University Exams Leave

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

14.3 Jury Duty Leave

14.3.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher’s full salary and the Employer’s share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.

14.4 Inclement Weather/Impassable Roads Leave

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

(a) inclement weather,

(b) impassable road conditions.

14.5 Family Needs Leave (This clause expires when clause 14.6 below comes into effect)

14.5.1 A teacher may use up to three days of sick leave per year to attend to the needs of the teacher’s parent, spouse, adult interdependent partner and/or child.

14.6 Family Medical Leave (Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is earlier)
14.6.1 A teacher may use up to three days per year to attend to the medical needs of the teacher's parent, spouse, adult interdependent partner and/or child.

14.6.2 Family medical leave under clause 14.5.1, may be used only for the following reasons:
   (a) to attend at medical and/or dental appointments and/or travel to and from such appointments,
   (b) banking appointments related to a power of attorney or trusteeship,
   (c) legal appointments related to a power of attorney or trusteeship, and/or
   (d) appointments related to enrollment of a family member into a care facility.

14.7 Discretionary Leave
14.7.1 Additional leaves of absence may be granted by the Employer with or without pay and the Employer contributions to benefit premiums at the discretion of the Employer.

14.8 Deferred Salary Leave Plan
14.8.1 The Employer shall operate a deferred salary leave plan.

14.9 Additional Parental Leave (without pay and benefits)
14.9.1 Teachers may be granted an additional year of parental leave without pay and without the Employer's share of benefit premium contributions.

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 Employer 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 grieveing 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 Employer 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 Employer, and any affected teacher or teachers.

15.11 If the difference is not resolved, the grieveing 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) TEB 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 TEB 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 TEB 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 Employer rectify any failure to comply with the Collective Agreement.

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

c) TEB 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) TEB and the Association.

b) Any affected employer.

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between any employee covered by this Collective Agreement and the Employer or in a proper case between the Association and the Employer 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 follows, without stoppage of work or refusal to perform work.

16.1.1 Where any references in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.
16.1.2 **Step "A"** - Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Employer and to the chair of the Teacher Welfare Committee of the Association as the case may be. Such written submission shall be made within 30 days from the date of the incident giving rise to the grievance or from the date the griever first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the Articles of this Collective Agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the griever or their representative within 10 days of receiving notice of the grievance.

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

16.1.4 Such grievance committee shall be composed of two representatives of the Employer and two representatives of the Association. The chairman of the responding party shall contact the chairman of the grieving party to set an appropriate date, place and time to meet in order to attempt to resolve the dispute. The grievance committee shall render its decision in respect of the grievance within 21 days following the receipt of the submission. If the grievance committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

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

16.2 Each Party shall appoint one member as its representative on the Arbitration Board within seven days of such notice and the two members shall endeavor to select an independent chairman.

16.3 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairman.

16.4 The Arbitration Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.
16.5 The Arbitration Board shall not change, modify or alter any of the terms of this Collective Agreement.

16.6 The Arbitration Board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Employer and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an Arbitration Board shall be the findings and decisions of the Arbitration Board and shall be binding on the Parties.

16.7 Each Party to a grievance shall bear the expenses of its respective nominee and the two Parties shall bear equally the expenses of the chairman.

16.8 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the griever fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both Parties.

17. EMPLOYMENT

17.1 Transfers

17.1.1 The Employer will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

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

17.1.2.1 When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the superintendent. If a consensus is not reached, the superintendent shall determine the amount of time. In no case shall it be less than 1/2 day.

17.1.3 Notwithstanding section 104 of the School Act, 2000, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without his/her consent.

17.2 Information and Files

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

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

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

17.3 Safe Work Environment / Occupational Health and Safety

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

17.4 Subrogation

17.4.1 (a) Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.

(b) Interest means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.

(c) Judgement or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

(e) Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian of the estate of the deceased teacher.

17.4.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

(a) the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring
a cost of absence;

(b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

(c) the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

(d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

(e) the teacher will not settle his/her claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

(f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

(g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

(h) the Employer's consent to settlement shall not be unreasonably withheld.

17.4.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

17.4.4 When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall, as of the date of judgement or settlement, pay to the Employer, the amount of the cost of absence recovered plus interest.

17.4.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 17.4.

17.4.6 In exercising any of its rights under clause 17.4, the Employer shall have due regard for the interests of the teacher.
IN WITNESS THEREOF the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on **May 14**, 2019
On Behalf of the Association

Signed on **April 23**, 2019
On Behalf of the Employer

Signed on **May 14**, 2019
Coordinator of Teacher Welfare
**Letter of Understanding #1**  
**Trial Program on Time Off for Compression**  
*(Effective September 1, 2017)*

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

<table>
<thead>
<tr>
<th>Instructional Days</th>
<th>Maximums</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instructional Days</td>
<td></td>
</tr>
<tr>
<td>190</td>
<td>10</td>
<td>200</td>
</tr>
<tr>
<td>189</td>
<td>11</td>
<td>200</td>
</tr>
<tr>
<td>188</td>
<td>12</td>
<td>200</td>
</tr>
<tr>
<td>187</td>
<td>13</td>
<td>200</td>
</tr>
<tr>
<td>186</td>
<td>14</td>
<td>200</td>
</tr>
<tr>
<td>185</td>
<td>15</td>
<td>200</td>
</tr>
<tr>
<td>184</td>
<td>16</td>
<td>200</td>
</tr>
<tr>
<td><strong>Base 183</strong></td>
<td>17</td>
<td><strong>200</strong></td>
</tr>
<tr>
<td>182</td>
<td>17.5</td>
<td>199.5</td>
</tr>
<tr>
<td>181</td>
<td>18</td>
<td>199</td>
</tr>
<tr>
<td>180</td>
<td>18.5</td>
<td>198.5</td>
</tr>
<tr>
<td>179</td>
<td>19</td>
<td>198</td>
</tr>
<tr>
<td>178</td>
<td>19.5</td>
<td>197.5</td>
</tr>
<tr>
<td>177</td>
<td>20</td>
<td>197</td>
</tr>
<tr>
<td>176</td>
<td>20.5</td>
<td>196.5</td>
</tr>
<tr>
<td>175</td>
<td>21</td>
<td>196</td>
</tr>
<tr>
<td>174</td>
<td>21.5</td>
<td>195.5</td>
</tr>
<tr>
<td>173</td>
<td>22</td>
<td>195</td>
</tr>
<tr>
<td>172</td>
<td>22.5</td>
<td>194.5</td>
</tr>
<tr>
<td>171</td>
<td>23</td>
<td>194</td>
</tr>
<tr>
<td>170</td>
<td>23.5</td>
<td>193</td>
</tr>
</tbody>
</table>

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

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the Collective Agreement is bridged by operation of law.
Letter of Understanding # 2  
Me Too Clause/Increase Modifier  
(Effective September 1, 2016)

1. For the purposes of this Letter of Understanding only, the following definitions apply:

1.1 “comparator agreement” means the provincial Collective Agreements listed below for the period commencing April 1, 2017:
   - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
   - Alberta Health Services and United Nurses of Alberta
   - Alberta Health Services and the Health Sciences Association of Alberta
   - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
   - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services

1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.

1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.

1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.

1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.

1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between employers and unions listed in Clause 1.1 of this Letter of Understanding.
2. If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the Collective Agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.

3. If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the Collective Agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.

4. This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the Collective Agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.
Letter of Understanding #3
Classroom Improvement Fund (CIF) Grant Program
(Effective September 1, 2017)

1. Each Employer will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Employer representatives, appointed by the Employer or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Employer. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.

2. CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that Employer. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that Employer.

3. A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.

4. The Employer must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this Collective Agreement.

5. This Letter of Understanding expires on August 31, 2018.
Letter of Understanding #4

Retired Teachers

When the Employer employs a retired teacher who is in receipt of an ATRF pension, the Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in Article 7.1.2, 7.1.3 and 7.3
**Letter of Understanding #5**

**LIEU DAY FOR PRINCIPALS AND VICE PRINCIPALS**

(Effective the first day of the month following the date that the Parties sign the Collective Agreement, or April 1, 2019, whichever is earlier)

1. In recognition of additional days of work above and beyond the school calendar established by the Employer, one (1) lieu day will be provided by the Employer to school-based principals and one (1) lieu day to school-based vice principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.

2. The request for approval to use a lieu day must be made in accordance with the following conditions:
   a. In writing,
   b. On the form established by the Employer, signed by the principal or vice principal,
   c. To the Superintendent or designate, through the principal's supervisor, if applicable,
   d. At least two (2) weeks in advance of the date(s) the principal or vice principal wishes to use the lieu day,
   e. Stating the replacement arrangement to be put in place should the requested lieu day be approved, and
   f. Only one (1) principal or vice principal in a school can be approved for a lieu day on the same day, and
   g. The principal or vice principal shall be notified of the decision at least one (1) week in advance of the date the principal or vice principal wishes to use the lieu day.

3. A lieu day shall not be used:
   a. In conjunction with any holiday or holiday period, including weekends,
   b. During any scheduled Parent-Teacher Interview days,
   c. To engage in any activity for financial gain,
   d. During scheduled professional development days,
   e. On any planned event day at the principal's or vice principal's school (i.e. track & field, Christmas concert, etc), or
   f. On Teachers' Convention days.

4. This Letter of understanding shall expire on June 30, 2020.
SUB PLAN – WETASKIWIN REGIONAL PUBLIC SCHOOLS (hereinafter called “the Employer”)

Revenue Canada Taxation Number - 13975 6357 RP001

Number of employees covered - 290

1. The Employer intends to cover all employee groups under the SUB plan.

2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity.

3. (a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.

   (b) SUB is payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant:

      i) is serving the two week EI waiting period,

      ii) has insufficient weeks of insurable employment to qualify for EI or

      iii) has exhausted her entitlement to EI.

4. The benefit level paid under this plan is set at 100 percent of the employee’s regular weekly earnings. The combined weekly rate of the EI benefit and SUB payments will not exceed 100 percent of the employees' normal weekly earnings.

5. This SUB benefit will be paid for 15 weeks.

6. (a) The plan is financed by the Employer’s general revenues.

   (b) SUB payments will be kept separate from payroll records.

7. The duration of the plan is from the time it is received by Employment Immigration Canada until such time as it is amended or altered by negotiations of the Collective Agreement.

8. The Employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.

9. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.

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