

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE BOARD OF TRUSTEES OF  
FORT MCMURRAY PUBLIC SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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*\*Centrally bargained clauses and sub-clauses are identified in italics.*

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 2021.

**BETWEEN: THE BOARD OF TRUSTEES OF  
FORT MCMURRAY PUBLIC SCHOOL DIVISION,**  
hereinafter called the "Board,"

of the first part

-and-

**THE ALBERTA TEACHERS' ASSOCIATION,**  
a body corporate, incorporated under the laws of the Province of  
Alberta, hereinafter called the "Association",

of the second part

**WHEREAS** each party recognizes the other as the sole bargaining agent for the teachers employed by The Board of Trustees of Fort McMurray Public School Division, and

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

**WHEREAS** the parties desire that these matters be set forth in an Agreement to govern terms and conditions of employment of the teachers.

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

*Effective October 27, 2020, the statement above is repealed and replaced by the following statement:*

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

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual and other covenants therein 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 a School Division excepting those positions agreed to be excluded in local bargaining between a School Jurisdiction and the Association.*

*Effective October 27, 2020, clause 1.1 above is repealed and replaced by the following clause:*

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer/School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer/School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. Notwithstanding clause 1.1, employees holding the following designations shall be excluded from this Agreement.
  - a) Superintendent
  - b) Associate Superintendent
  - c) Assistant Superintendent
  - d) Director
- 1.3. *Effective date of ratification of the 2018-20 local Memorandum of Agreement, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer/School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer/School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. *Role of TEBA (Effective October 27, 2020)*
  - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers/School Divisions and to bind the Employers/School Divisions in any agreement with respect to central terms.*
  - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3. *For the purpose of bargaining collectively with the Association, a Employer/School Division has, with respect to local bargaining, exclusive authority to bind the Employer/School Division in any agreement with respect to local terms.*

- 1.6. *The Board retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. **Professional Forum**

Committee Membership:

- ATA: Six members selected by the local FMPSD 2833 Bargaining Unit (At least two shall be TWC members)
- Management: Three members from senior management, selected by the Board
- CUPE: The A.T.A. and the Board members may ask a C.U.P.E. representative to attend a meeting or portion thereof.
- Meeting Dates: Meetings will be held in November, February, and May, and otherwise as required. Meetings may be called by the TWC Chair or a representative of the Board and a meeting date and agenda will be set within two weeks. The party calling the meeting must provide its agenda issues at least one week prior to the meeting date, or the meeting must be rescheduled to allow for this one-week timeline.

It is understood that Board policies affecting teacher working conditions are to be presented to the Professional Forum for consideration and input prior to being amended. The Professional Forum acts in an advisory capacity to the Board. The Board and the ATA are committed to using this Forum to resolving matters concerning policies affecting teacher working conditions.

- 1.11. *Effective October 27, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

**2. TERM**

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

## 2.2. List Bargaining

- 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2. *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

## 2.3. Central Matters Bargaining

- 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## 2.4. Local Bargaining

- 2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2. *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## 2.5. Bridging

- 2.5.1. *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until:
  - a) *a new collective agreement is concluded, or*
  - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.**
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

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

2.7.2. *The Association and the School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

2.8. Provision of Information (Effective until October 27, 2020)

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

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

- a) *Teacher distribution by salary grid category and step as of September 30;*
- b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent Employer/School Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8. Provision of Information

2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer/School Division. The Employer/School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or*



other location where employed. Where reasonably possible, the Employer/School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer/School Division from providing the information on a more frequent basis.

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

- a) Teacher distribution by salary grid category and step as of September 30;
- b) HSA/WSA/RRSP utilization rates;
- c) Most recent Employer/School Division financial statement;
- d) Total benefit premium cost;
- e) Total substitute teacher cost; and
- f) Total allowances cost.

### 3. SALARY

3.1. The Board shall pay all of the teachers covered by this collective agreement the salaries and allowances as herein set forth and computed.

3.2. The years of university education of the teacher and the years of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board. One month's salary shall be considered to be 1/12th of the annual salary rate. Tabulated below (3.2.2) are the minimum and maximum salary rates and the experience increments for each year of teacher education.

#### 3.2.1. Deferred Salary Leave Plan

The Board agrees to administer a Deferred Salary Leave Plan according to Board policy and procedures in compliance with Canada Revenue Agency regulations.

#### 3.2.2. Salary Grid (Effective September 1, 2018)

STEP	CAT 4	CAT 5	CAT 6
0	63,167	66,089	69,527
1	66,453	69,430	72,913
2	69,744	72,773	76,302
3	73,027	76,116	79,688
4	76,312	79,465	83,075
5	79,600	82,809	86,463
6	82,883	86,149	89,851
7	86,173	89,495	93,238
8	89,456	92,836	96,628
9	92,745	96,181	100,013
10	96,029	99,525	103,399

3.2.3. When non-administrative teaching staff are requested by the Superintendent or their designate and they agree to work during the summer, Winter, and Spring breaks, *excluding summer school assignments*, they will be paid 1/200 of their last salary grid position per day or be given equivalent time off as agreed to by the teacher. Teachers may also agree to Division project contracts for remuneration

3.3. Evaluation of Teacher Education (*Effective until August 31, 2019*)

3.3.1. The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated 1967 03 23 between the Department of Education, the Alberta School Trustees' Association and the Alberta Teachers' Association.

3.3.2. Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school year, on commencement of employment, or on February 1st.

3.3.3. Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply satisfactory evidence of teacher education to the Board within ninety (90) calendar days from commencement of the school year, commencement of employment, or February 1. The onus of proof of further education lies with the teacher by means of the Teacher Qualification Service. If required proof is not received at the expiry date of this period, then the teacher's salary reverts to the next lower position on the grid or previously approved evaluation and subject to clause 3.4.1. No adjustment shall be made after June 30 of the current school year.

3.3.4. No payments for salary adjustments will be considered beyond the terms of the Collective Agreement within which such claim is initiated.

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

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

3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*

3.3.3. *For newly employed teachers to the Employer/School Division, until such time as the Employer/School Division receives satisfactory proof of teacher education or proof of*

*application made to Teacher Qualification Service, the teacher will be placed at four years education.*

- a) If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2*
- b) If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

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

- a) If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- b) If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

**3.4. Recognition of Teaching Experience (Effective until August 31, 2019)**

**3.4.1.** Allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.

For purposes of this article, before an increment is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the jurisdiction of a provincial, state or national Department of Education.

This proof shall be in the form of a letter from the Secretary-Treasurer, Superintendent or Education Board. If this statement is not available at the time of employment, “proof” is deemed to be a registered letter from the teacher to the previous employer requesting the certified statement.

Until satisfactory proof of experience is received, the teacher shall be paid a salary applicable to the most recent acceptable proof submitted or the minimum for the teacher's education qualifications. If following the request for statement to the previous employer, it is not received within 90 calendar days from the date of the registered letter, the teacher shall be returned to the salary level which can be verified and appropriate payroll adjustments shall be made. Should the necessary proof be subsequently received the teacher's salary shall be adjusted in accordance with clause 3.4.2.

- 3.4.2. A year of teacher experience shall be any one school year during which a teacher, under contract, has taught full time for not less than 120 full-time equivalent days. Effective until August 31, 2017, a teacher employed under contract, full time or part-time, who teaches less than 120 full-time equivalent days, may accumulate an experience increment by combining full-time equivalent days taught in the preceding four years. Increment adjustments shall be effected September 1 and February 1 annually and no teacher shall be credited with more than one experience increment for one school year, nor can the same days of experience be used for a second increment. The first thirty (30) operational days of paid leave will be included in calculation for the experience increment.
- 3.4.3. Days taught as a result of a temporary contract are eligible for the purposes of clause 3.4.2 commencing the first day of the assignment causing a temporary contract to be issued in accordance with section 101 of the Education Act.
- 3.4.4. *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.*
- 3.4.5. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.6. *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.7. *Provisions 3.4.4 through 3.4.7 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

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

*Teachers shall:*

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

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

*Prior Experience*

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

- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous Employer/School Division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employer/School Divisions covered by PECBA. At the time of movement from another Employer/School Division, the receiving Employer/School Division shall assume the recognition of experience provided by the previous Employer/School Division.*
- 3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11. *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5. Senior High CTS Teachers

- 3.5.1. Career and technology studies [CTS] teachers holding journeyman's certificate, or equivalent, as approved by the Board, in a non-designated trade will be placed at four [4] years education, '0' years' experience, or higher, if their TQS evaluation allows.
- 3.5.2. The Board, at its discretion, may recognize, for teacher education purposes, a senior high CTS teacher's technical trade qualifications limited to one further year beyond the teacher's current Teacher's Qualifications Service evaluation.
- 3.5.3. Experience to be paid for the journeyman trade experience plus 1/3 of all previous industrial trade experience as defined above. In the event of a major fraction of years of experience, the calculations are to be taken to the next higher year.
- 3.5.4. Following initial placement, the CTS teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.
- 3.5.5. Advancement from one salary category to another shall be made in the same manner as for any regular teacher.
- 3.5.6. Such recognition for teacher education and experience purposes requires that the teacher be instructing in a relevant trades-based course, and will not be provided when the teacher ceases such instruction, effective the pay period following the change in teaching assignment, unless such reassignment is initiated by the Board.

### 3.6. Summer School/Night School

#### 3.6.1. Summer School

- a) A teacher who is employed to instruct credit courses at the Board's summer school shall be paid for hours of instruction and not according to the salary grid (clause 3.2.2).
- b) The hourly rate of pay for summer school shall be \$64.50 per hour. The rate of pay is inclusive of general holiday and vacation pay.
- c) The summer school Principal rate is a flat stipend of \$7739 and not according to the salary grid (clause 3.2.2) and allowances (clause 4.1.1). The rate of pay is inclusive of general holiday and vacation pay.

#### 3.6.2. Night School / Weekend Classes

- a) A part-time teacher who accepts and is employed to instruct weekend classes or evening credit classes at the Board's night school will have their FTE increased up to 1.0 FTE and be paid according to the salary grid (clause 3.2.2).
- b) Where the addition of night school/weekend duties result in a FTE greater than 1.0 FTE, the portion of the assignment beyond 1.0 FTE, will be paid at the rate of \$64.50/hour. The rate of pay is inclusive of general holiday and vacation pay.
- c) A full-time teacher who accepts and is employed to instruct weekend classes or credit courses at the board's night school will be paid for hours of instruction and not according to the salary grid (clause 3.2.2). The hourly rate of pay shall be \$64.50 /hour. The rate of pay is inclusive of general holiday and vacation pay.

3.6.3. For summer and night school/weekend assignments paid at the hourly rate, no other benefits, or leaves are applicable.

### 3.7. Other Allowances

3.7.1. Living and Travel Allowances will be paid to each teacher employed full time by the Board as follows: \$4383 per teacher per year. The allowance will be pro-rated for part-time teachers under contract.

3.7.2. Duty Expense Allowance: will be paid on the Monday preceding the convention to each teacher employed by the Board. The rates will be as follows:

- a) Travel           \$415
- b) Subsistence     \$555

Attendance at the whole of the convention will be required. Proof of attendance shall be certified by the Principal/Supervisor. This proof is deemed to be a list of eligible teachers provided by the ATA to the School Division prior to the necessary adjustment.

#### 4. ADMINISTRATIVE ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. In addition to the foregoing salary in clause 3.2.2 there shall be paid functional allowances in accordance with the following schedule:

4.1.1. Based on enrollment as of September 30 of the current year, Principals shall be paid an administrative allowance according to the following schedule:

Number of Students	Allowance
Under 301	27% of 4th yr. Max.
301 -500	33% of 4th yr. Max.
501 +	42% of 4th yr.

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

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

4.1.4. Principals assigned to a school not yet operating shall be paid an allowance calculated on the basis of the rated student capacity. However, clause 4.2 applies.

#### 4.2. Red Circling Administrative Transfers

When an administrator is transferred to another school by Board request, their administrative allowance shall be paid as follows:

Year 1:	100 percent of previous administrative allowance or the new allowance, whichever is greater.
Year 2:	85 percent of previous administrative allowance or the new allowance, whichever is greater.
Year 3:	75 percent of previous administrative allowance or the new allowance, whichever is greater
Year 4:	As per the new position.

#### 4.3. Acting/Surrogate Administrators – Compensation

4.3.1. In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of four (4) consecutive teaching days, another administrator, supervisor or teacher may be selected by the Superintendent and shall assume the responsibility and be paid only the allowance of the administrative position they temporarily occupy commencing with the fifth (5<sup>th</sup>) day.



- 4.3.2. Teachers who are assigned to be Acting Administrators for periods less than five (5) consecutive days shall be paid sixty percent (60%) of the Principal's allowance. This allowance shall be applied in units of a half or a full day.

4.4. Teachers with Principal Designations (Effective until October 27, 2020)

- 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/School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the Employer/School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.3. *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the Employer/School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4. Teachers with Principal Designations

- 4.4.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer/School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.5. Other Administrative Designations

4.5.1. Vice-Principals (Associate Principals)

Shall be paid sixty percent (60%) of the Principal's allowance.

- 4.5.2. Department Heads may be appointed by the Board for terms of two years subject to annual review on the recommendation of the Superintendent. Each Department Head shall be paid an allowance equal to seven (7) percent (7%) of the fourth (4th) year maximum grid position.
- 4.5.3. Supervisors may be appointed by the Board upon the recommendation of the Superintendent. Each supervisor shall be paid an allowance equal to twenty percent (20%) of the fourth (4th) year maximum grid position.
- 4.5.4. Consultants and Coordinators may be appointed by the Board upon the recommendation of the Superintendent. Each consultant or coordinator shall be paid an allowance equal to ten percent (10%) of the fourth year maximum grid position.

4.6. Other Administrator Conditions

Effective August 31, 2018, Principals, Vice-Principals, Supervisors, Consultants and Coordinators, will receive five (5) paid leave (lieu) days per year as recognition for time worked outside of the school calendar. Use of these days are approved at the discretion of the Superintendent and requests will not be unreasonably denied.

**5. TEACHER ON CALL**

- 5.1. A Teacher on Call means a teacher employed on a day to day basis.
- 5.2. *Effective until April 30, 2019, the rate of pay for teachers on call regardless of grades taught shall be:*

*\$219.11 per day*

*\$113.94 per half day*

*These rates are inclusive of four percent (4%) vacation pay.*

- 5.3. *Effective May 1, 2019, substitute teachers' daily rate of pay will be \$206.71 plus six percent (6%) vacation pay of \$12.40 for a total of \$219.11. The half day rate is \$113.94.*
- 5.4. *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*
- 5.5. The total amount shall be paid bi-weekly to the Teacher on Call.
- 5.6. Commencement of Grid Rate
  - 5.6.1. *A Teacher on Call, after teaching four [4] consecutive days for the same teacher, for the purposes of salary, shall be paid for the additional consecutive work days taught according to their qualifications. Submission of years of teaching experience and certification shall be governed by articles 3.3 and 3.4.*

5.6.2. *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.*

5.7. Should a Teacher on Call become injured while in execution of their duties, the teacher, subject to the provision of a medical assessment, shall be paid the rate for teachers on call, per clause 5.2 or 5.3 as applicable, for a period not to exceed ten [10] working days.

5.8. Teacher on Call Professional Development

Teachers on Call shall be invited to one professional development or Institute day per school year, to a maximum of 50 eligible Teachers on Call per school year. Teachers on Call who attend the professional development day shall be paid the Teachers on Call rate as per clause 5.2 or 5.3 as applicable. Eligible Teachers on Call are teachers not currently on contract but on the Teacher on Call roster who have taught at least five (5) days in that school year.

**6. TEACHERS ON PROBATIONARY / INTERIM CONTRACTS TEACHERS ON PART TIME ASSIGNMENTS**

6.1. *FTE Definition*

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

6.1.2. *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

6.2. Teachers on probationary/interim contracts shall be notified by the Board thirty (30) days prior to the end of the current school year whether they will be offered a continuing contract, a probationary contract for an additional year, or if their contract will not be renewed.

6.3. a) Any teacher employed on a full-time (1.0 FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period, and notwithstanding section 103(2) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.

b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to March 1 of the year in question, the teacher and the Board agree to renew the part-time contract arrangement for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.

- c) If the length of the part-time contract noted in (a) above is one year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment. Should that position no longer exist, the teacher shall be placed in a full-time position with the Board. Should the teacher continue in the part-time position for more than one year, that teacher shall be placed in a full-time teaching position with the Board upon the teacher's return to full-time service.

## **7. HEALTH AND MEDICAL CARE BENEFITS**

### **7.1. Alberta Health Care**

The Board will contribute 100% of the cost of premiums per month of the Alberta Health Care Insurance Plan for all teachers participating in the Alberta Health Care Insurance Plan.

### **7.2. Health Spending and Wellness Account**

Effective as determined by the carrier, the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. School Division will establish annual HSA credits of \$875 per eligible teacher, contributed in equal monthly installments, prorated to an employee's FTE. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. In this article "eligible teacher" means any teacher on a continuing probationary, interim, or temporary contract of at least five (5) months duration. The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance

- 7.3. *Teachers are eligible to participate in each of the Health and Medical Care Benefits to the minimum full-time equivalency and other conditions as required by the benefit carrier.*

- 7.4. *The following plans are available to teachers:*

- a) *Alberta School Employee Benefit Plan (ASEBP) Extended Health Care [Plan 1]*
- b) *ASEBP Life Insurance [Plan 2], participation shall be a condition of employment*
- c) *ASEBP Accidental Death and Dismemberment [Plan 2], participation shall be a condition of employment*
- d) *ASEBP Extended Disability [Plan D], participation shall be a condition of employment*
- e) *ASEBP Dental Care [Plan 3]*
- f) *ASEBP Vision Care [Plan 3]*

- 7.5. *The Board shall pay 100% of all premiums for all eligible teachers' benefits as per clause 7.4. The Board shall pay a prorated percentage of benefit premiums for 7.4 (a), (e), and (f) for part-time teachers as applicable.*

- 7.6. The agreed to sharing of premium costs of insurance benefits provided herein includes rebates made to the employer under Employment Insurance Regulations; no further adjustment is intended to be passed on to employees entitled to the benefits as provided, unless otherwise stated.

## 8. **CONDITIONS OF PRACTICE**

### 8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
- 8.1.2. *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

### 8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) *operational days (including teachers' convention)*
  - b) *instruction*
  - c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
  - d) *parent teacher interviews and meetings*
  - e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
  - f) *staff meetings*
  - g) *time assigned before and at the end of the school day*
  - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
- c) *the time is spent traveling to and from the teacher's annual convention.*

### 8.3 Duty Free Lunch

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

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

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

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

## 9. PROFESSIONAL DEVELOPMENT

### 9.1. Teacher Professional Growth Plan

9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*

9.1.2. *The Teacher professional growth process, including discussions between the Teacher and Principal on the professional growth plans, will continue to take place.*

9.1.3. *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

### 9.2. Sabbatical Leave

The Board agrees to maintain staff development policies and regulations and such regulations shall incorporate the provision for sabbatical leave for employees covered under this Agreement.

## 10. SICK LEAVE

*The Board recognizes that from time to time a teacher will be unable to perform regular duties as a result of accident, illness or disability. The Board agrees to make provision for appropriate modifications to the teacher's work assignment or, if necessary, for a leave of absence with or without pay or benefits.*

10.1. *Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability in accordance with the following schedule:*

*In the first year of service with the Board, sick leave shall accumulate at a rate of one day for every nine (9) days worked to a maximum of twenty (20) working days. This sick leave may be applied retroactively, once earned, at any time during the school year. After one (1) year of service: sixty (60) working days.*

10.2. *In the case of a disability preventing a teacher from teaching and where no modification of work requirements is possible a teacher may be eligible for long term disability. Salary will be paid during the ninety (90) calendar day waiting period, to the maximum of the teacher's accumulated sick leave.*

10.3. *Where a teacher has suffered an illness and/or has been paid under the provisions of the Long Term Disability Plan, upon their return to full time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

*Less than one year of service: Nil*

*After one year of service: 60 working days*

10.4. *Before a teacher returns to work after health related absence of ten (10) or more working days, a medical certificate shall be required certifying that the teacher is medically able to return to work.*

*It is the responsibility of the employee to keep the employer informed of the employee's status while away from work due to illness. Each employee accessing sick leave will inform the Division's Human Resources Department of their intended return to work. The employee's return to work will be coordinated by the Human Resources Department. Return to work shall be governed by article 10.6 and Division policies and procedures.*

10.5. *On the termination of employment of a teacher, all sick leave entitlements with the Board shall be cancelled.*

10.6. *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness is required to present a signed statement or medical certification upon request. Subsequent documentation on a form provided by the Board shall be at the Board's expense. The Board reserves the right to require a medical examination by a doctor selected by the Board and at the Board's expense.*

## 11. MATERNITY, ADOPTION AND PARENTAL LEAVE

### 11.1. *Maternity Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)*

11.1.1. In accordance with the Employment Standards Code, teachers are entitled to voluntary maternity leave without pay or benefits. The teacher commencing maternity leave may continue her benefit coverage by prepaying premiums in the form of direct debit.

11.1.2. Maternity leave shall not exceed fifteen (15) weeks.

a) Extended leave may be granted in combination with maternity leave. The combined leaves will not exceed twelve (12) months.

11.1.3. The teacher shall determine the beginning and ending dates of her maternity leave.

11.1.4. When possible the teacher shall provide notice of her leave requirements 90 days in advance of the commencement of her maternity leave.

11.1.5. The Board will require a medical certificate specifying the anticipated date of delivery.

#### 11.1.6. 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 100% of her normal weekly earnings during the health-related portion of the maternity leave.

b) The SUB Plan will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while the teacher is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. 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 SUB Plan, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in Clauses 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6. For the duration of the 15-week maternity leave, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums in article 7.



#### 11.1.7. Early Return to Work - Maternity Leave

- a) The teacher, with the agreement of the Board, may shorten the duration of the six week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work by the employee will not endanger her health.
- b) A teacher who wishes to resume working before the scheduled end of her leave will be assigned to an appropriate teaching position within the Division. At the end of her scheduled leave, the teacher may elect to return to the position held at the commencement of the leave.

#### 11.1.8. Parental Leave

- a) The Board shall grant parental leave, without pay and without benefits, to a teacher in the following circumstances:
  - i. in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;
  - ii. a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
  - iii. in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- b) If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared by the parents. However, the Board is not required to grant parental leave to more than one employee at a time.
- c) Notice of Parental Leave

A teacher other than the birth mother must give the Board at least six (6) weeks of notice of the date the teacher will start parental leave unless:

- i. the medical condition of the birth mother or child makes it impossible to comply with this requirement; or
  - ii. the date of the child's placement with the adoptive parent was not foreseeable.
- d) Return from Maternity or Parental Leave

If possible a teacher shall provide the Board with a return date at the time the leave commences. Should that date subsequently change, the teacher shall provide four [4] weeks written notice of the new return date.

- e) Upon completion of her scheduled maternity and extended leaves, the teacher shall be:
  - i. returned to the position held at the commencement of the leave, or
  - ii. returned to a comparable position as mutually agreed between the teacher and the Superintendent or their designate.

11.2. Benefits – Prepayment or Repayment of Premiums during Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

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

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

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

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

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

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

*Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.*

11.1. Maternity Leave

11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.1.3. *A teacher shall, when possible, give the Employer/School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer/School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## 11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the Employer/School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Employer/School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer/School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

### 11.3. Salary Payment and Benefit Premium

- 11.3.1. *The Employer/School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer/School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer/School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer/School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer/School Division will continue paying the Employer/School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer/School Division portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer/School Division paid benefit premiums, and shall reimburse the Employer/School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

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

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

## **12. LEAVES OF ABSENCE**

### **12.1. Personal Reasons**

A teacher shall receive leave of absence subject to the following conditions:

#### **12.1.1. Serious Illness and Bereavement**

For the serious illness of the teacher's father, mother, spouse, child, sibling, grandparent, grandchild, son-in-law, daughter-in-law, parents of spouse, brother-in-law, or sister-in-law:

- a) in town: not more than five [5] working days
- b) out of town, not more than five [5] working days and up to two (2) working days for travel if necessary

Medical statement certifying serious nature of illness may be required.

#### **12.1.2. For the death of any persons referred to in clause 12.1.1:**

Entitlement to this leave is to be determined by the location of the funeral. This leave may only be taken within six (6) months of the death.

- a) in town: not more than five [5] working days
- b) out of town, not more than five [5] working days and up to two (2) working days for travel if necessary

#### **12.1.3. The Superintendent will consider, upon request, leave in addition to 12.1.1 through 12.1.2 where special circumstances prevail.**

#### **12.1.4. Once per school year, leave amounting to one (1) working day in town or up to three (3) working days out of town for:**

- a) Paternity leave Birth of a teacher's child when the teacher is the non-birth parent.
- b) Legal Adoption of child

#### **12.1.5. a) For closure of public roads within the boundaries of the School Division for closure of Highways 63 and 881 leading to Fort McMurray or for closure of the**

Fort McMurray Airport which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

- b) While away on Division business [approved, assigned, or directed] for closure of Highway 63 and 881 leading to Fort McMurray and/or for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

- 12.1.6. a) For jury duty or any summons related thereto,
- b) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,
- c) Provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court provided that the action is not initiated by or on behalf of the employee.

## 12.2. Personal Leave

- 12.2.1. *Subject to arranging to cover their assignment a teacher shall be granted two (2) working days of personal leave per year not to exceed two absences. Both days shall be without loss of pay or benefits. Notice for taking said days shall be submitted in writing to the Superintendent or designate and copied to the Principal two weeks prior to the intended day for taking of the leave(s). A teacher may carry over one (1) unused personal leave day from one year to the next. No more than three (3) paid personal leave days may be accumulated or accessed in any one school year.*
- 12.2.2. Where an emergency does not permit a prior submission for the request, the Superintendent may waive the requirements in 12.2.1, above, after receiving a written request for such waiver from the teacher.
- 12.2.3. A teacher may apply for leave for personal reasons with pay less the cost of Teacher on Call services regardless of whether or not a Teacher on Call is required and be granted such leave at the discretion of the Superintendent or their designate. Leave under this article is limited to a maximum of three working days per school year.
- 12.2.4. Additional personal leave not covered elsewhere in this Agreement may be considered with or without loss of pay at the discretion of the Superintendent.

## **13. ASSOCIATION LEAVE AND SECONDMENT**

- 13.1. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

- 13.2. *Upon written request to the Superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.4. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

#### **14. OTHER LEAVES**

- 14.1. The Superintendent or designate may approve leave with full pay:
- a) To attend conferences, conventions or other meetings,
  - b) To visit other schools,
  - c) To attend meetings or committee meetings of Alberta Education, Senates of Colleges/Universities or meetings of municipal bodies of which they are a member,
  - d) For one working day to attend son's, daughter's, spouse's or own Graduation or Convocation ceremonies and up to two [2] working days for travel if necessary. Graduation ceremonies and convocations apply only to grade twelve (12) and post-secondary institutions.
  - e) On business connected with the school system,
  - f) For any teacher who is referred for health care or for that of their own spouse and children beyond the limits of the community,
- 14.2. For any teacher appointed by Alberta Education to mark diploma examinations.
- 14.3. Family Medical
- Four (4) days to care for a family member or member of the teacher's household.
- 14.4. Up to one day to complete university or other post-secondary examinations required for the teacher's professional qualifications as connected to the Teaching Quality Standards (TQS)

and the teacher's professional growth plan. Two days with pay for travel will be provided if necessary. This provision may be accessed no more than once per year.

## **15. CENTRAL GRIEVANCE PROCEDURE**

### **15.1. Central Grievance Procedure, effective until April 30, 2019:**

#### **15.1.1. 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.*

#### **15.1.2. "Central item" means any item which is in italics in this collective agreement**

#### **15.1.3. A "non-central item" means any item which is not in italics in this collective agreement.**

#### **15.1.4. An "operational" day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.**

#### **15.1.5. 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.**

#### **15.1.6. 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.*

#### **15.1.7. 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.*
- 15.1.8. *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.1.9. *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*
- 15.1.10. *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.1.11. *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.1.12. (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.1.13. *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.1.14. *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*

- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.1.15. *The award of the Arbitration Board is binding on:*

- a) *TEBA and the Association.*
- b) *Any affected School Division.*
- c) *Teachers covered by the collective agreement who are affected by the award.*

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

15.1. *Central Grievance Procedure, effective May 1, 2019:*

15.1.1. *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.*

15.1.2. *“Central item” means any item which is in italics in this Collective Agreement.*

15.1.3. *A “non-central item” means any item which is not in italics in this Collective Agreement.*

15.1.4. *An “operational” day is an instructional or non-instructional day in the Employer/School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

15.1.5. *For the purposes of this Article, written communication may be provided by email.*

15.1.6. *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless*

*TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*

15.1.7. *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*

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

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

15.1.9. *The written notice shall contain the following:*

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

15.1.10. *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*

15.1.11. *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer/School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer/School Division affected by the difference is attending a central grievance hearing.*

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

- 15.1.13. a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.1.11 to respond to the grievance.*
- b) *If the difference is not resolved through the response in clause 15.1.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.1.14. a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.1.15. *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.1.16. *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer/School Division rectify any failure to comply with the Collective Agreement;*
- b) *An affected Employer/School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.1.17. *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
- b) *Any affected Employer/School Division.*
- c) *Teachers covered by the Collective Agreement who are affected by the award.*

- 15.1.18. *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1.19. *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

## **16. LOCAL GRIEVANCE PROCEDURE**

- 16.1. Any difference between any teacher covered by this agreement and the Board or in the proper case, between the Association and the Board, concerning the interpretation, application or alleged violation of the 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.

Time limits referred to in the grievance procedure will be operational days. An earnest effort shall be made to resolve the grievance fairly and promptly in the following manner:

Pre-grievance step: The teacher shall attempt to resolve the issue prior to going to grievance: (This step shall not apply to policy grievances).

Step 1: The teacher will communicate, in writing, items of concern to the Teacher Welfare Committee (TWC) chair and the Coordinator of Teacher Welfare of the Association. The TWC chair and Chief Deputy Superintendent Human Resources & Administration or designate have 15 days to resolve the-matter.

- 16.2. The grievance shall first be submitted in writing to the chair of the TWC within 15 days of the expiry of Step 1, should the matter remain unresolved. The TWC chair shall write a letter to the Chief Deputy Superintendent Human Resources & Administration or designate, initiating the grievance procedure. The TWC chair will define the nature of the grievance, the articles of this agreement which is alleged to have been violated, and the remedy sought.

- 16.2.1. Failing a satisfactory settlement within 15 days after the date of submission of the grievance to the Chief Deputy Superintendent Human Resources & Administration or designate, the chair of the TWC shall, within five days thereafter, give written notice to the Chief Deputy Superintendent Human Resources & Administration or designate of the Board directing the case be considered by the grievance committee.

Such grievance committee shall be composed of two representatives of the Board and two representatives of the Association. The full committee shall meet and endeavor to resolve the grievance and shall render its decision within 21 days following receipt of the submission. Unanimous decisions of the grievance committee shall be final and binding.

- 16.3. Failing a satisfactory settlement by the grievance committee within the said time, either party may, by written notice to the Chief Deputy Superintendent Human Resources & Administration or designate and the Chair of the TWC committee, serve notice of intent to

proceed to arbitration. Such notice must be given within 10 days after the date the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

- 16.3.1. Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five 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 a chair, either party may request the director of mediation services to make the necessary appointment.
- 16.3.2. 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 the agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
  - 16.4.1. The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chair shall be the decision of the arbitration board. The decision of the arbitration board shall be final, binding and enforceable on all parties and may not be changed.
- 16.5. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chair. Each party shall bear the expense of their respective witnesses. Leave with loss of Teacher on Call pay for teachers under this collective agreement will not be unreasonably withheld.
- 16.6. In the event, at any stage of the grievance procedure (except in the respect of appointing persons to the board) if either party fails to take the necessary action within the time limits specified, the grievance shall be deemed to have been conceded.
- 16.7. Any of the time limits may be extended at any stage upon the written consent of the parties.

## **17. EMPLOYMENT**

### **17.1. Salary Payment**

- 17.1.1. Save and except Teachers on Call and temporary teachers, each teacher shall be paid:
  - a) One-twelfth of their annual rate of salary on the morning of the last teaching Thursday of each month from September to May inclusive;
  - b) Two-twelfths of their annual rate of salary on the last teaching Thursday of June;
  - c) One-twelfth of their annual rate of salary on the last Thursday of August.

17.1.2. Teachers will have their pay deposited directly in the City of Fort McMurray financial institution of their choice by 12 o'clock p.m. (noon) on paydays through the Division's direct cheque deposit system. Teachers who use other financial institutions may experience delays in receiving payment.

All teaching staff will participate in the direct deposit system.

17.1.3. Unless specifically permitted by this Agreement, authorized by the teacher, or required by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.

17.1.4. Part-time teachers shall receive recognition for salary purposes for the aggregate of those occasions when required to perform full time services.

## 17.2. Notice of Intent

17.2.1. A teacher applying for discretionary leave for a period of four (4) months or longer in the coming school year shall make reasonable effort to notify the Employer no later than March 31st.

17.2.2. A teacher intending to retire or resign at the end of the school year shall make a reasonable effort to notify the Employer no later than March 31st.

17.2.3. A teacher intending to return from an extended leave in the coming school year shall make a reasonable effort to notify the Employer no later than March 31st.

## 17.3. Subrogation

17.3.1. If you receive sick leave benefits because you've been injured through the fault of another party, the Board has subrogation rights. This means you may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of your claim, you may be obliged to reimburse the Board for any benefits which have been paid or will be paid to you.

## 17.4. General

17.4.1. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Agreement.

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

17.4.3. Amendments to this Agreement may be sought by either party at any time during the life of this Agreement and may be executed only with consent in writing of both the Board and the Fort McMurray Bargaining Unit No. 2833.

17.4.4. The Board shall make available to each teacher of the Fort McMurray Bargaining Unit No. 2833 a copy of the Collective Agreement as soon as possible following its signing. The Board and the Local shall share equally the cost of production of the signed collective agreement to a maximum cost of \$500.00.

IN WITNESS WHEREOF the parties have executed this Agreement by the proper officers on their behalf this \_\_\_\_ day of \_\_\_\_\_ 2021.

**The Board of Trustees of Fort McMurray  
School Division**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Associate Superintendent Business & Finance

**Fort McMurray Bargaining Unit Public  
of The Alberta Teachers Association**

\_\_\_\_\_  
Chair, N.C.S

\_\_\_\_\_  
Chair, T.W.C

**The Alberta Teachers' Association**

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



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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

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

1. *Scope*

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

2. *Process*

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

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

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) *The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*

- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

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

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

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

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

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

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

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

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

## **New Letter of Understanding #5 – Wellness Spending Account (WSA)**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

1. *Interested Employers/School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
2. *TEBA and the Association will encourage participation in this project among Employers/School Divisions and Association bargaining units.*
3. *The pilot project may be ended early with mutual agreement of the Employer/School Division and related Association bargaining unit.*
4. *Each participating Employer/School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the Employer/School Division, the steering committee may include other staff groups in the project.*
5. *Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
6. *The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
7. *Each project plan should include:*
  - *A commitment to support staff health and wellness.*
  - *A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
  - *A plan for dealing with emergencies and exceptions.*
  - *A plan for communication to staff and stakeholders of the project plan.*
  - *An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
8. *The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
9. *The pilot project will conclude on August 31, 2020.*

**Letter of Intent**

**NOON HOUR RESPONSIBILITIES**

Teachers will have one half (1/2) of the scheduled lunch break free from assignment or supervision.

*This letter of intent expires August 31, 2019 and is repealed and replaced by clause 8.3 of this Collective Agreement.*

**Memorandum of Understanding – Fort McMurray Allowance**

*[pdf to be attached]*

*Memorandum of Understanding – Fort McMurray Allowance (pg2)*

*Memorandum of Understanding – Fort McMurray Allowance (pg3)*

*Memorandum of Understanding – Fort McMurray Allowance (pg 4)*

*Memorandum of Understanding – Fort McMurray Allowance (pg5)*