

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

**FORT MCMURRAY ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ___ day of _____ 20___ between the Fort McMurray Roman Catholic Separate School Division (Employer) and the Alberta Teachers' Association (Association).

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

Effective December 17, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

WHEREAS each party recognizes the other as the sole bargaining agent for the teachers employed by the Employer;

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

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

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 the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

Effective December 17, 2020, clause 1.1 above is repealed and replaced by the following clause: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, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer 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 designation shall be excluded from this agreement:
- a) The Superintendent
 - b) Deputy Superintendent
 - c) Associate and Assistant Superintendents
 - d) Directors
- 1.3 *Effective December 17, 2020, 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 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 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 Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective December 17, 2020)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers 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, an employer has, with respect to local bargaining, exclusive authority to bind the employer in any agreement with respect to local terms*
- 1.6 *The Employer 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 *Effective December 17, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

1.11 Structural Provisions

- 1.11.1 **Communication Between the Parties**—The parties hereto recognize that there are in existence appropriate channels for the purpose of communicating the views of teachers on matters of school affairs through the Superintendent of Schools to the Employer.

In the event that there is a need to meet and discuss matters related to the contents of the Collective Agreement, a Liaison Committee will be formed. The purpose of this committee is intended to serve as a means of communication outside the context of collective bargaining.

Subjects for discussion by the Liaison Committee may be submitted in writing by either the teacher representatives, the Employer, or the Superintendent. These items are to be directed to the attention of the Superintendent. Discussions are not to be collective bargaining oriented but should serve to act as a medium to acquire greater understanding of issues and for clarification purposes.

- 1.11.2 **Composition**

The Liaison Committee shall include the following members:

- a) Chairman or designate of the Teacher Welfare Committee (TWC) and one other designated Fort McMurray RCSSD No 32 teacher representative, and
- b) Superintendent of Schools and one other supervisory representative.

1.11.3 Meetings

The Superintendent of Schools will be responsible for convening meetings of the Liaison Committee as required. The Office of the Superintendent of Schools will provide such information as is required and available to facilitate discussions of the Committee. The Committee shall meet in the first three months of the school year, in January or February and in March or April unless both parties agree a meeting is not necessary or may be postponed.

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 the Employer or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*

a) a new collective agreement is concluded, or

b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.

2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this*

collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

2.8 Provision of Information (Effective until December 16, 2020)

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

2.8.2 *Each Employer shall provide the following information to the Association and to TEBA annually:*

a) *Teacher distribution by salary grid category and step as of September 30;*

b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

c) *Most recent Employer financial statement;*

d) *Total benefit premium cost;*

e) *Total substitute teacher cost; and*

f) *Total allowances cost.*

2.8 Provision of Information (Effective December 17, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer 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 will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

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

- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent Employer financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 The Employer shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed. Save and except substitute teachers, each teacher shall be paid one-twelfth of the teacher's annual rate of salary on the morning of the last Thursday of each month.

3.1.1 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.

3.1.2 In addition to the salary schedule and the functional allowance the following clauses shall be considered part of the salary package for purposes of determining total annual increase:

Clause 3.7.2 – Employment Duty Allowance

Clause 7.1.1 – Extended Health Care Plan

Clause 7.1.2 – Alberta Health Care Insurance Plan

Clause 7.1.3 – Life, Accidental Death and Dismemberment

Clause 7.1.4 – Extended Disability

Clause 7.1.6 – Dental Care plan

Clause 7.1.7 – Vision Care

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

3.1.4 Deferred Salary Leave Plan

The Employer agrees to provide a Deferred Salary Leave Plan for eligible teachers in accordance with the Employer policy currently in effect.

3.2 Grid

1 September, 2018			
Years of Teaching Experience	Years of University		
	4	5	6
0	\$ 62,312	\$ 65,721	\$ 69,576
1	\$ 65,707	\$ 69,118	\$ 72,972
2	\$ 69,104	\$ 72,514	\$ 76,370
3	\$ 72,503	\$ 75,912	\$ 79,767
4	\$ 75,896	\$ 79,310	\$ 83,165
5	\$ 79,297	\$ 82,707	\$ 86,563
6	\$ 82,692	\$ 86,104	\$ 89,961
7	\$ 86,089	\$ 89,502	\$ 93,354
8	\$ 89,487	\$ 92,899	\$ 96,752
9	\$ 92,884	\$ 96,297	\$ 100,150
10	\$ 96,986	\$ 100,386	\$ 104,291

3.3 Education (Effective until August 31, 2019)

3.3.1 *The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Employer. One month's salary shall be considered to be 1/12th of the annual salary rate. See 3.2 Grid for minimum and the maximum salary rates and the experience increments for each year of teacher education.*

3.3.2 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by the Alberta Teachers' Association -Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum*

of Agreement dated 23 March, 1967 between the Department of Education, The Alberta School Trustees' Association and the Alberta Teachers' Association.

- 3.3.3 *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 1st February or on commencement of employment.*
- 3.3.4 *Each teacher claiming additional teacher education and each teacher commencing employment with the Employer, shall supply satisfactory evidence of teacher education to the Employer within ninety (90) calendar days from commencement of employment or from the first day of the school year or proof of having applied for same after the first day of the school year.*
- 3.3.5 *The onus of proof of further education lies with the teacher by means of the Teacher Qualifications Service (TQS). If required proof is not received at the expiry of this period, then the teacher's salary reverts to the lowest position on the grid or previously approved evaluation and subject to Clause 3.4.3.*

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, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
 - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

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

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Effective until August 31, 2019)

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

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

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

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

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

3.4.4 *Provisions 3.4.1 to 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with the Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*

3.4.5 *Notwithstanding Clause 3.5.1, 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.*

3.4.6 *For purposes of this section, before an allowance 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 meets the standards set forth in clause 3.4.1. This proof shall be in a form of a letter from the Secretary-Treasurer, Superintendent or Board of Education. Should the required proof not be possible within ninety (90) calendar days, a notarized statement from a teacher may be acceptable as an interim measure. In the event that the teacher leaves the employment of the Employer prior to verification of experience, the Employer may withhold salary payment equal to the difference between actual verified experience and salary paid based on notarized statement.*

3.4.7 *A year of teaching experience shall be any school year during which a teacher, under contract, has taught for not less than one hundred and twenty (120) Full Time Equivalent (FTE) school days.*

Days of service shall be counted as follows:

- a) *A teacher may combine days taught on contract and equivalent substitute days to acquire the one hundred and twenty (120) FTE days required to earn an increment.*

Increment adjustments shall be effected 1st September and 1st February and no teacher shall be credited with more than one increment for one school year.

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.*

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.*

- 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 in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer 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 shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*

- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Considerations

Effective September 1, 2019:

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*
- 3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*
- 3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*
- 3.5.1.3 *A copy of the decision will be provided to the teacher.*
- 3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

3.6 Other Rates of Pay

- 3.6.1 *When non-administrative teaching staff are requested by the Superintendent or their designate and agree to work during the summer vacation, they shall be paid 1/200 of their last grid salary*

per day or be given equivalent time off as agreed by the teacher. Teachers may also agree to project contracts for remuneration.

- 3.6.2 *Hourly Contract Work—A teacher covered by this collective agreement employed on an hourly basis to provide instruction in credit courses at the Employer’s evening or summer school or teaching outside the school’s regular schedule shall be paid on an hourly basis.*

Such work shall not be considered assignable time unless it is mutually agreed. Days so earned shall not be counted as experience for increment purposes. The hourly rate of pay inclusive of general holiday and vacation pay shall be set at \$64.

3.7 Other Allowances

- 3.7.1 Fort McMurray Living and Northern Travel Allowance

A Northern Travel allowance (NTA) shall be paid to each teacher employed full-time by the Employer. The NTA is a taxable benefit paid to compensate for the cost of personal and medical travel between Fort McMurray and Edmonton.

This allowance will be pro-rated for part-time teachers under contract.

Eligibility for the NTA is subject to teachers meeting the residency requirement set by the Canada Revenue Agency and the Fort McMurray Allowance.

The NTA annual amount is \$ 4,383.

- 3.7.2 Employment Duty Allowance

An Employment Duty Allowance will be paid to each teacher under contract and actively teaching (excludes teachers on leaves of absence) with the Employer as of the date of the teachers’ convention to attend such convention held in Edmonton. The rates will be:

<u>Travel</u>	<u>Subsistence</u>	<u>Total</u>
\$ 314	\$ 563	\$ 877

Attendance to the convention is a condition of employment and for the payment of this allowance.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

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

4.1.1 Principals and Vice-Principals Administration Allowances

4.1.1.1 For Existing Schools

Based on enrolment at September 30th of the current year, principals shall be paid an administrative allowance according to the following schedule:

- 14.00% of the sixth year maximum as base salary;
- 0.10% of the sixth year maximum for the first 100 students;
- 0.02% of sixth year maximum for the next 100 students;
- 0.015% of sixth year maximum for each additional student.

For the purpose of this clause, ECS students shall be counted as full time students.

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.

4.1.1.2 Vice Principals

Vice Principals shall be paid 60% of the Principal's allowance.

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

4.1.1.3 Department Head

Department Head may be appointed by the Employer upon the recommendation of the Superintendent of

Schools. Such appointment shall be for a two-year term. Each shall be paid an allowance equal to seven (7) percent of the fifth-year maximum grid position.

4.1.1.4 Coordinators

Coordinators may be appointed by the Employer upon the recommendation of the administration. Such appointment will be for a two (2) year term. Each co-ordinator shall be paid an allowance equal to fifteen (15) percent of the fifth-year maximum grid position.

4.1.1.5 Consultants and Instructional Curriculum Coaches

Consultants and Instructional Curriculum Coaches may be appointed by the Employer upon the recommendation of the Superintendent of Schools. Such appointment will be for a two (2) year term. Each consultant and instructional curriculum coach shall be paid an allowance equal to ten (10) percent of the fifth-year maximum grid position.

4.1.1.6 Classroom Support Teacher (CST)

Classroom Support Teachers may be appointed by the Employer upon the recommendation of the Superintendent of Schools. Such appointment shall be for a two (2) year term. Each shall be paid an allowance equal to ten (10) percent of the fifth-year maximum grid position. Effective the first day of the month following ratification.

4.2 Red Circling

4.2.1 Administrative Assignments

As a result of a district initiated administrative transfer and placement, the administrative allowance will be paid as follows:

Year I: 100% of previous administrative allowance based on student count of September 30 of new school year, or actual, whichever is greater.

Year II: 75% of previous administrative allowance based on student count of September 30 of new school year, or actual, whichever is greater.

Year III: Per Collective Agreement (Actual)

4.3 **Acting Administrators**

4.3.1 Acting Principal

In the event that an incumbent of an administrative position, in a school, is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator, supervisor or teacher selected by the Employer shall assume the responsibility and be paid only the allowance of the administrative position the Acting Principal temporarily occupies commencing with the sixth (6) day and retroactive to the first day.

4.4 **Teachers with Principal Designations** (Effective until December 16, 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 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 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 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** (Effective December 17, 2020, the following repeals and replaces clause 4.4. above)

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 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 Administrator Conditions

- 4.5.1 Effective September 2017, teachers in receipt of an allowance as per 4.1 will receive three (3) days in lieu per year as recognition for time worked outside of the school calendar. Use of these days are approved at the discretion of the Superintendent.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *Substitute Teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *Rates of pay for substitute teachers regardless of grades taught shall be:*

*Effective until April 30, 2019, per Diem \$225
per half-day \$126*

plus four (4) percent vacation pay. The total amount shall be paid monthly to the substitute teacher.

- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$212.26 plus six percent (6%) vacation pay of \$12.74 for a total of \$225.*
- 5.1.4 *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.*

5.2 Commencement of Grid Rate

- 5.2.1 *A substitute teacher, after teaching five (5) consecutive days for the same teacher shall be paid as a temporary teacher for the*

additional consecutive days taught for that same teacher or substitute teacher, whichever is greater, according to his or her qualifications. Submission of years of teaching experience and certification shall apply to the same ruling as permanent teachers in Clauses 3.4.6 and 3.4.7 (for effective dates prior to September 1, 2019) or the timelines provided in clause 3.4 (for effective dates September 1, 2019 and thereafter).

5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

5.3.1 A substitute teacher whose assignment is cancelled after their arrival at the school shall receive a minimum payment no less than the half-day rate of pay. Such a substitute teacher shall thereupon be re-assigned to other teaching duties for the period for which they are being paid, or longer if mutually agreed.

5.3.2 Professional Development Day – Sub Teacher

A substitute teacher who has rendered service to the Employer for a minimum of 25 FTE days before January 31 of a school year may participate in a District Professional Development Day held before the end of the same school year and shall be paid for attending such day at the rate of pay as per clause 5.1.2–5.1.4.

6. PART TIME TEACHERS

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

FTE Definition: *Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

6.2 Part-Time Teachers Benefits and Proration

See Article 7 for eligible part-time employees will be provided on a pro-rated basis.

6.3 Other Part-Time Teachers Conditions

In the event that a teacher with a part-time continuing contract with the district is to have their assignment reduced below 0.5 FTE:

- a) The teacher shall be offered another assignment not below 0.5 FTE within the district, or
- b) The teacher may accept the reduced assignment, and such acceptance shall be in writing.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans

- 7.1.1 *The Employer will contribute 100% of the monthly premium costs for all eligible teachers participating in the Extended Health Care (EHC) Plan. The plan will provide benefits equivalent to those provided under ASEBP EHC Plan 1. The plan will include a direct billing option, a maximum dispensing fee and will be based on a least cost alternative (LCA) pricing.*
- 7.1.2 The Employer will contribute 100% of the costs per month of the Alberta Health Care Insurance Plan for all teachers participating in the Alberta Health Care Insurance Plan.
- 7.1.3 *The Employer will contribute 100% of the costs per month of the life, accidental death and dismemberment portion of the Alberta School Employee Benefits Plan Life and AD&D Plan 2 or equivalent plan.*
- 7.1.4 *The Employer will contribute 100% of the costs per month of the extended disability portion of the Alberta School Employee Benefits Plan Extended Disability Plan D or equivalent plan.*
- 7.1.5 *Membership in the ASEBP Life and Extended Disability Insurance Plan or equivalent plan shall be a condition of service.*
- 7.1.6 *The Employer will contribute 100% of the monthly premium costs for all eligible teachers participating in the Dental Plan. The plan will provide benefits equivalent to those provided under the ASEBP Dental Care Plan 3. Reimbursement of eligible dental costs will be made in accordance with the Blue Cross Usual and Customary Dental Fees Schedule or equivalent.*
- 7.1.7 *The Employer will contribute 100% of the premium costs per month for Vision Care Plan. The plan will provide benefits equivalent to those provided under the ASEBP Vision Plan 3.*

7.1.8 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.

7.1.9 *A teacher who is working on a temporary contract which terminates at the end of a school year, and who is advised by the Employer that they shall be re-employed at the commencement of the next school year, shall be eligible to continue participation in the benefits under this Article during the summer months.*

7.2 Health Spending and Wellness Account

7.2.2 Upon notification from the insurer as to date of commencement the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. Employers will establish annual HSA/WSA 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. The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

7.3 Other Group Benefits

7.3.1 On date of hire or before 15th August of each year, eligible teachers may choose to direct the next school year's annual amount to the ATA Group Registered Retirement Savings Plan (RRSP) from Capital Estate Planning. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA/WSA in clause 7.2.

For the purpose of this clause, eligible teacher is defined as a teacher employed under a temporary, interim, probationary or continuous contract during the school year.

Contributions to the HSA/WSA or RRSP shall be made on a monthly basis from September to June based on the FTE of the teacher on each applicable month.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

8.2.1 *Assigned Time is defined as the amount of time that employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*
- h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

8.2.2 *Teachers have professional obligations under the 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 Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

8.3 Duty Free Lunch

Effective April 7, 2019, the Employer 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.*

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

9.2 Sabbatical/Professional Improvement Leave/Graduate Study Leave

At the discretion of the Employer, the Employer may grant sabbatical leave subject to the following conditions:

- 9.2.1 For work experience, travel or university study, all leading to the professional development of the teacher.
- 9.2.2 No more than 4% of the teaching staff in any school year will be granted sabbatical leave.
- 9.2.3 Teachers may apply for sabbatical leave after four (4) consecutive years of service with the Employer. The Employer however, reserves the right to grant leave with pay for professional improvement to a teacher regardless of years of service with the Employer.
- 9.2.4 The teacher shall guarantee to serve the Employer for a minimum of two years following the completion of sabbatical leave or at a time to be mutually agreed.
- 9.2.5 Salary for a teacher granted sabbatical leave shall be 75% of fourth (4) year minimum or position on the grid, whichever is greater, excepting sabbatical leave for purposes other than university study which shall be up to 75%. Salary shall not include administration or other special allowances.
- 9.2.6 Written application for sabbatical leave must be in the hands of the Employer no later than 1st December of the year prior to which the leave is to commence.
- 9.2.7 Sabbatical leave shall not be credited as teaching experience in the computation of salary.
- 9.2.8 Health benefits under the terms of this agreement (article 7) shall continue in effect for purposes of sabbatical leave.

10. SICK LEAVE

- 10.1 *Annual 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 Employer, sick leave shall accumulate at a rate of one day for every nine (9) days worked to a maximum of twenty (20) days. This sick leave may be applied retroactively, once earned, at any time during the school year. After one (1) year of service and when on continuing contract, sick leave shall be increased to ninety (90) calendar days.

10.2 *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Extended Disability Plan D or equivalent plan shall take effect if the employee is eligible.*

10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Extended Disability Plan D or equivalent plan, upon the teacher's return to full time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

a) Less than one year of service - Nil

b) After one year of service - 90 calendar days

Before a teacher returns to work after a long-term illness, a medical certificate shall be required. The cost of the medical certificate will be borne by the Employer.

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

10.5 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness may be required to present a signed statement or medical certification upon request. The Employer reserves the right to require a medical examination by a doctor selected by the Employer.*

10.6 *Notwithstanding 10.3, where the Extended Disability Plan recognizes successive periods of disability from a single cause during the elimination period, no further salary shall be paid once the teacher is eligible for EDB.*

10.7 **One** (1) *leave day per school year with loss of substitute pay shall be granted upon request by a teacher to travel outside of the community for medical reasons.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 *A teacher who is a birth mother is entitled to 15 weeks of maternity leave immediately followed by 37 weeks of unpaid parental leave. If both parents are teachers employed by the Employer, the parental leave may be accessed by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to both parents at the same time. Maternity leave shall commence at a time determined by the teacher but no later than on the date of birth of the child.*

Maternity Leave:

Teachers on maternity leave shall receive Supplementary Employment Benefits (SEB) which, when combined with Employment Insurance Benefits (EI), are equivalent to 95 percent of weekly earnings subject to the following:

- a) Supplementary Employment Benefits (SEB) will be paid for the health related portion of the maternity leave for a period up to fifteen weeks (including the EI waiting period) following the start of the leave provided the teacher is otherwise eligible to receive sick leave benefits and to a maximum number of days equal to the teacher's sick leave entitlement.*
- b) Continuation of SEB beyond six weeks following the date of birth shall require a medical certificate.*
- c) The benefit level paid by the SEB plan to eligible teachers shall be an amount which, when combined with maternity benefits paid under EI, equals 95% of the teacher's regular weekly earnings.*
- d) An eligible teacher must apply for and be in receipt of EI benefits except for the mandatory EI waiting period. It is understood that a teacher who does not qualify for EI benefits would still be entitled to the provisions of the SEB plan.*
- e) A teacher on a probationary or temporary contract shall be eligible for maternity leave during the term of the teacher's contract subject to the availability of sick leave entitlement.*
- f) For the duration of the Maternity Leave, the Employer shall continue to pay the Employer's portion of the teacher's benefit plan premiums as per article 7.*

- 11.1.2 *A teacher is entitled to parental leave for a period of up to 37 weeks following the birth of a child or in the case of adoption, the placement of the child, provided the leave is utilized within 52 weeks of the birth or adoption as applicable.*
- 11.1.3 *When possible, written notice should be forwarded to the Superintendent or designate three (3) months prior to the expected date of delivery. Written notice must be forwarded to the Superintendent or designate at least six (6) weeks prior to the expected delivery.*
- 11.1.4 *Written notice of intent to return to work shall be provided to the superintendent or designate at least four weeks prior to the date on which the teacher intends to return to work.*
- 11.1.5 *Following the leave, a teacher shall be returned to the position occupied at the commencement of the leave or to a mutually agreed upon position. Should the position occupied at the commencement of the leave no longer exist and upon failing to reach a mutually agreed upon alternate position, the teacher shall be provided with a position that most nearly equates with the position occupied at the commencement of the leave.*

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 Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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 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 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 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 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 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

- 11.3.1A The Employer 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) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A 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.*
- 11.3.4A The Employer 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.*

11.3.5A *The Employer 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 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 will continue paying the Employer 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 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 paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than 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 paid benefit premiums, and shall reimburse the Employer 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 under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Personal Reasons

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

12.1.1 **With Full Pay**

(i) *For the critical illness of husband or wife, son or daughter, brother or sister, parent, grandchild, or grandparents, of the teacher or of the teacher's spouse:*

a) *in town: not more than three (3) working days.*

b) *out of town: not more than five (5) working days.*

A medical statement certifying critical nature of illness may be required.

(ii) *For the funeral of any of the above:*

a) *in town: not more than three (3) working days.*

b) *out of town: not more than five (5) working days.*

For combined critical illness and death:

a) *in town: not more than six (6) working days.*

b) *out of town: not more than ten (10) working days.*

(iii) *The Employer will consider, upon request, leave in addition to (i) and (ii) when special circumstances prevail.*

(iv) Leave of two (2) days for:

a) Paternity leave within five (5) days of the birth of a child or the child's release from the hospital, or

b) Adoption

Three (3) additional days will be provided for travel if the birth of the child occurs out of town for medical necessity or if the adoption occurs out of town.

(v) For the closure of public roads within the boundaries of the Employer including Fort McMurray airport which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

(vi) For the closure of Highways leading directly to Fort McMurray and for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

(vii) For bargaining sessions with the Employer if it is agreed to bargain during school hours provided that full reimbursement of the substitute teacher salary is recoverable from the Alberta Teachers' Association.

12.1.2 A teacher may apply for two (2) days of leave with pay per school year for personal reasons and be granted such leave at the discretion of the Superintendent of Schools.

12.1.2.1 Effective September 1, 2017, continuous and probationary contract teachers who provide six (6) months of service in a school year to the District will be eligible to bank one (1) unused personal leave day from that year to be used in the subsequent school year. In the subsequent school year, the banked personal leave will be used prior to personal leave under 12.1.2.

12.1.2.2 A teacher may apply for one (1) day leave per school year with loss of substitute pay, whether a substitute is required or not, for personal leave as per clause 12.1.2.

When a teacher has to pay for the costs of a substitute teacher under this clause, the amount shall not exceed the teacher's regular daily rate of pay.

12.1.2.3 Additional personal leave not covered elsewhere in this Agreement may be considered with loss of pay.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2 Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.

13.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be

seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.

13.3.1 The president of the A.T.A. local shall have access to up to 0.5 FTE release time per school year. The operational requirements of the school shall be considered in granting such release time. The leave shall be with pay and benefits provided the Association reimburses the Employer for the full cost of the FTE including benefits. The Superintendent may grant additional leave upon request. It is understood that the release time for the following school year will be agreed upon before the last day of May unless exceptional circumstances exist.

13.4 During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.

14. OTHER LEAVES

14.1 The Employer may approve leave with full pay:

- (i) To attend conferences, conventions or other meetings,
- (ii) To visit other schools,
- (iii) To attend meetings of committees of employers of the Department of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which they are a member.
- (iv) For one working day to attend son's, daughter's, spouse's or own post-secondary Convocation, or High School Graduation. For graduations outside the Regional Municipality of Wood Buffalo, the teacher can access an additional day with pay for travel.
- (v) For business connected with the school system.
- (vi) *To travel beyond the limits of the community with a spouse or child who is referred to a medical doctor, dentist, or other accredited medical practitioner for health care. Verification of referral may be requested by Superintendent or designate. Such leave shall only be approved if the treatment is non-elective (i.e. is covered by Alberta Health Care Insurance Plan) and not reasonably available within the limits of the community.*

(vii) *A maximum of four (4) days per school year to attend to the medical needs of a child or spouse.*

14.2 Leave of absence without loss of salary shall be granted:

- (i) For Jury duty or any summons related thereto;
- (ii) To answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of witnesses providing that the teacher remit to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 *Effective until April 30, 2019, this procedure applies to differences:*

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

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

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

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

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

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

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

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

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

(b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In*

the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*

15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

- a) *An affected Employer rectify any failure to comply with the collective agreement.*
- b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 *The award of the Arbitration Board is binding on:*

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

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

15.1 *Effective May 1, 2019, this procedure applies to differences:*

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

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

- 15.3 A “non-central item” means any item which is not in italics in this Collective Agreement.
- 15.4 An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.
- 15.5 For the purposes of this Article, written communication may be provided by email.
- 15.6 If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.
- 15.7 If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.
- 15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.
- 15.9 The written notice shall contain the following:
- a) A statement of the facts giving rise to the difference,
 - b) The central item or items relevant to the difference,
 - c) The central item or items and the non-central item or items, where the difference involves both, and
 - d) The remedy requested.

- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*

15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

- a) *An affected Employer rectify any failure to comply with the Collective Agreement;*
- b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.17 *The award of the Arbitration Board is binding on:*

- a) *TEBA and the Association.*
- b) *Any affected employer.*
- c) *Teachers covered by the Collective Agreement who are affected by the award.*

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

15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

16. LOCAL GRIEVANCE PROCEDURE

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

16.1.1 Step "A" - Such difference (hereinafter called "a grievance") shall be submitted in writing to the Superintendent of Schools, the chairperson of the Teacher Welfare Committee and the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within 30 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement that it is alleged have been violated and the remedy sought.

It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor and/or their representative, within 10 days of receiving notice of the grievance, if a meeting is requested by either of the parties. The respondent shall review the grievance and within 15 days of receipt of the grievance shall render a decision in writing to the grievor, the chairperson of the Teacher Welfare Committee and the Coordinator of Teacher Welfare.

- 16.1.2 Step "B" - In the event the decision of the respondent fails to resolve the grievance, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 20 days after the date of receipt of the respondent's written decision.
- 16.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavour to select an independent chairperson.
- 16.3 If the two members fail to select a chairperson within ten days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services, to select a chairperson.
- 16.4 *The* arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.5 The arbitration board shall not change, modify or alter any of the terms of *this agreement*.
- 16.6 The findings and decisions of the arbitration board shall be binding on the parties.
- 16.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 16.8 Reference to days in this clause shall be exclusive to instructional days.
- 16.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.

17. EMPLOYMENT - GENERAL

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

17.2 The Employer shall post a copy of the collective agreement on the District's website within 30 calendar days after the signing of the agreement by the Association coordinator of teacher welfare.

17.3 Notice of Vacancy

In the event of the creation of a new position or a vacancy of a current position expected to exceed 90 days, the Employer shall post the position on its website.

17.3.1 Notwithstanding 17.3 for a period not exceeding 5 operational days within the first 10 operational days of June teachers on continuing contracts within the school will be provided the opportunity to request a reassignment to positions that are expected to be vacant in that school for the next school year. At the discretion of the Principal, existing staff will be re-assigned within the school. Once such reassignment has taken place, vacant positions will be posted.

17.3.1.1 Vacant positions are created by teachers taking leaves of absence, resigning or retiring or by increases in enrolment.

17.3.1.2 Probationary teachers offered a second probationary or a continuing contract will remain in their current position or school unless directed by the Superintendent.

17.4 Superintendent or Designate

Unless specifically prohibited by statute, the Superintendent of Schools may delegate authority to administer this agreement to the Deputy Superintendent, Associate and Assistant Superintendent or Director excluded from this agreement as per clause 1.2. Such delegation of authority should be defined in an appropriate Employer Policy.

IN WITNESS THEREOF the parties hereto execute this agreement by the proper officers on their behalf this ____ day of _____, 20__.

On behalf of the Fort McMurray
Roman Catholic Separate School Division

On behalf of the Alberta Teachers'
Association

Catherine (Cathie) Langmead
Chairperson

George (Robert) O'Brien
Chairperson, T.W.C.

Francois Gagnon
Secretary-Treasurer

Shannon Dube
President ATA Local 48

Sean Brown
Associate Coordinator, Collective
Bargaining, Teacher Employment
Services

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 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 Employers 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.

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

This Letter of Understanding in no way commits employers 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 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, 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 and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the employer and related Association bargaining unit.*
- 4. Each participating employer and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the employer, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
 - A commitment to support staff health and wellness.*
 - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
 - A plan for dealing with emergencies and exceptions.*
 - A plan for communication to staff and stakeholders of the project plan.*
 - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

Letter of Understanding # 9 - One time contribution to ATA Local Professional Development Fund

The parties acknowledge that:

- a. The Employment Duty Allowance under article 3.7.3 provided to eligible teachers to attend the ATA Convention in Edmonton represents a significant financial contribution of the Employer to the Professional Learning of its teachers;
- b. the Professional Learning opportunities provided at the annual convention are organized by teachers and for teachers covering a wide range of topics;
- c. the ATA Convention scheduled for February 2021 may be held using virtual technology and allowing teachers the opportunity to participate in the professional learning activities remotely without the requirement to incur travel, subsistence and other associated expenses;
- d. opportunities may exist in the future to eliminate or reduce the travel, subsistence and other expenses to attend the ATA Convention outside of the RMWB that could lead to the creation of a Professional Development Fund that would provide more flexibility and choice for teachers to pursue activities tailored to their individual professional growth plan.

The parties therefore commit to the following:

- a. The Employer shall make a one-time contribution of \$130,000 to a teacher Professional Development Fund to be administered by Local 48 of the ATA;
- b. The fund shall enable the local to financially support teachers of the Catholic Employer wishing to pursue professional learning activities;
- c. Professional development activities must be in alignment with professional growth plans and the TQS/LDS;
- d. Funding may be used for the reimbursement of registration fees, travel and subsistence expenses and the cost of substitute teachers.

- e. The Association local may, at its sole discretion, use monies to support teachers participating in professional development activities outside of normal working hours (i.e. evening, weekends and vacation periods);

- f. Participation at Professional Development activities during regular work hours on operational days is subject to the approval by the Employer of Leave for PD with pay as per article 14.1 (1) of the Collective Agreement and subject to the operational requirement of the School and/or Employer. Approval of financial support by the local does not imply that the request for leave will be approved by the Employer. It is understood that PD Leave on instructional days will not be considered until at least January 2021.

- g. A report on the use of the contribution of the Employer shall be submitted to the Superintendent of Schools on or before July 31st of each year until the fund is depleted. The full amount of the PD Fund shall expire on August 31, 2023.

The parties agree that this letter of understanding is contingent on the suspension of article 3.7.3 of the Collective Agreement for School Year 2020-2021. This letter of understanding expires on August 31, 2023.

For the Board

For the Association

