**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 DISTRICT NO. 32**

**and**

**THE ALBERTA TEACHERS’ ASSOCIATION**

**SEPTEMBER 1, 2016 to AUGUST 31, 2018**

This collective agreement is made this \_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ between Fort McMurray Roman Catholic Separate School District No. 32 (the School Jurisdiction) 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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

WHEREAS each party recognizes the other as the sole bargaining agent for the

teachers employed by the School Jurisdiction;

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

1.2 Not withstanding 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 The Association is the bargaining agent for each bargaining unit and:*

*1.3.1 has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

*1.3.2 has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

*1.4 The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

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

*1.6 This collective agreement cancels all former collective agreements and all provisions appended thereto.*

*1.7 This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

**1.8 Structural Provisions**

1.8.1 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 School Jurisdiction.

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 School Jurisdiction, 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.

1.8.2 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.

1.8.3 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.

1. **Term**

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

***2.2 List Bargaining***

*2.2.1 Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

*2.2.2 If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

***2.3 Central Matters Bargaining***

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

*2.3.2 A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

***2.4 Local Bargaining***

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

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

***2.5 Bridging***

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

*(a) a new collective agreement is concluded, or*

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

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

***2.6 Meet and Exchange***

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

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

***2.7 Opening with Mutual Agreement***

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

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

***2.8 Provision of Information***

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

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

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

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

*(c) Most recent School Jurisdiction financial statement;*

*(d) Total benefit premium cost;*

*(e) Total substitute teacher cost; and*

*(f) Total allowances cost.*

**3. Salary**

3.1 The School Jurisdiction 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 Part-time teachers in attendance at the annual ATA Convention shall be paid as full time teachers for such days.

3.1.3 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

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

3.1.5 Deferred Salary Leave Plan

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

**3.2 Grid**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1 September, 2016** | | | | |
| **Years of** | **Years of University** | | | |
| **Teaching Experience** | **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***

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 School Jurisdiction. 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 Qualification School Jurisdiction 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 School Jurisdiction, shall supply satisfactory evidence of teacher education to the School Jurisdiction 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.

**3.4 Experience**

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

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

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

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

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

*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 a School Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*

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 School Jurisdiction 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 School Jurisdiction prior to verification of experience, the School Jurisdiction 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.

A teacher, who teaches less than one hundred and twenty (120) FTE school days on contract, may accumulate an experience increment by combining up to three consecutive years of service. [This clause ends August 31, 2016]

Days of service shall be counted as follows:

a. Any substitute teaching days with the Fort McMurray Catholic Board of Education. Such days shall be counted as the equivalent to one (1) day of contract teaching. [This clause ends August 31, 2016]

b. 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.

**3.5 Special Considerations**

3.5.1 When non-administrative teaching staff are requested by the Superintendent or his 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 Other Rates of Pay**

3.6.1 Hourly Contract Work—A teacher covered by this collective agreement employed on an hourly basis to provide instruction in credit courses at the School Jurisdiction’s evening or summer school 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 School Jurisdiction. 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 School Jurisdiction as of the date of the teachers’ convention to attend such convention held in Edmonton. The rates will be:

Travel Subsistence Total

$ 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 Creation of New Designations/Positions** (no language)

***4.2 Administration Allowances***

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

4.2.1 Principals and Vice-Principals Administration Allowances

4.2.1.1 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.

4.2.1.2 Vice Principals

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

4.2.1.3 Department Head

Department Head may be appointed by the School Jurisdiction 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.

4.2.1.4 Coordinators

Coordinators may be appointed by the School Jurisdiction 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.

4.2.1.5 Consultants and Instructional Curriculum Coaches

Consultants and Instructional Curriculum Coaches may be appointed by the School Jurisdiction 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.

4.2.1.6Classroom Support Teacher (CST)

Classroom Support Teachers may be appointed by the School Jurisdiction 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.

**4.3 Red Circling**

4.3.1 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)

4.4 **Acting Administrators**

4.4.1 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 School Jurisdiction 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.

***4.5 Teachers with Principal Designations***

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

*4.5.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal’s designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

*4.5.3 For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction 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.*

* 1. ***Other Administrator Designations*** (No other designations)

**4.7 Other Administrator Conditions**

4.7.1 Effective September 2017, teachers in receipt of an allowance as per 4.2 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:*

*Per Diem per half-day*

*$ 225 $ 126*

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

***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.

*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 he/she is being paid, or longer if mutually agreed.

5.3.2 Professional Development Day – Sub Teacher

A substitute teacher who has rendered service to the School Jurisdiction 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.

**6. Part Time Teachers**

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

***6.2 Part-time Teachers Salaries*** *(no language)*

***6.3 Part-Time Teachers Benefits and Proration***

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

**6.4 Other Part-Time Teachers Conditions**

In the event that a teacher with a part-time continuing contract with the district is to have his/her 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 School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction that he/she 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 Account***

7.2.1 The School Jurisdiction will establish for each eligible teacher a Health Spending Account (HSA) of $875.00 annually for the use of the teacher, his/her spouse and dependents, which adheres to the Canada Revenue Agency and *Income Tax Act* requirements. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the School Jurisdiction for any reason will forfeit any remaining balance, subject to the applicable run off provisions.

***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 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 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 School Jurisdictions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

*(a) operational days (including teachers’ convention)*

*(b) instruction*

*(c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

*(d) parent teacher interviews and meetings*

*(e) School Jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*

*(f) staff meetings*

*(g) time assigned before and at the end of the school day*

*(h) other activities that are specified by the School Jurisdiction to occur at a particular time and place within a reasonable work day.*

*8.2.2 Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Jurisdictions. 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.*

**9. Professional Development**

***9.1 Teacher Professional Growth Plan***

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

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

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

**9.2 Sabbatical/Professional Improvement Leave/Graduate Study Leave**

At the discretion of the School Jurisdiction, the School Jurisdiction 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 School Jurisdiction. The School Jurisdiction however, reserves the right to grant leave with pay for professional improvement to a teacher regardless of years of service with the School Jurisdiction.

9.2.4 The teacher shall guarantee to serve the School Jurisdiction 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 School Jurisdiction 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. CUMULATIVE 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 School Jurisdiction, 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 School Jurisdiction.

10.4 On the termination of employment of a teacher, all sick leave entitlements with the School Jurisdiction 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 School Jurisdiction reserves the right to require a medical examination by a doctor selected by the School Jurisdiction.

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.

1. **Maternity, ADOPTION AND Parental Leave**

**11.1 Maternity and Parental Leave**

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 School Jurisdiction, the parental leave may be accessed by one of the parents or shared between the parents. However, the School Jurisdiction 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 School Jurisdiction shall continue to pay the School Jurisdiction’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.

11.1.3When 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.

11.1.4Written 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***

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

* + 1. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

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

*11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction 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.*

* + 1. *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*
    2. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

**12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE**

**12.1 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 School Jurisdiction 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 school jurisdiction including Fort McMurray airport which, despite reasonable efforts, prevents the attendance of the teacher at his/her 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 his/her own school.

(vii) For bargaining sessions with the School Jurisdiction 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.

This leave may be considered immediately prior to or following a holiday or holiday period.

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 School Jurisdiction is reimbursed by the Association for the actual costs of the substitute, including the School Jurisdiction portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

*13.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher’s FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Jurisdiction, the teacher, and the Association and is at no cost to the School Jurisdiction.*

13.3.1 The president of the A.T.A. local shall have access to up to .25 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 School Jurisdiction 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 School Jurisdiction shall maintain the teacher’s regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher’s behalf. The Association shall reimburse the School Jurisdiction for all payments made by the School Jurisdiction to the teacher or on his/her behalf while on secondment under this clause.*

**14. Other Leaves**

**14.1 The School Jurisdiction 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 School Jurisdictions of the Department of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which he/she is 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 School Jurisdiction any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

**15. CENTRAL Grievance Procedure**

*15.1 This procedure applies to differences:*

*(a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

*(b) about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

*(c) where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

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

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

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

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

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

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

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

*15.7 The written notice shall contain the following:*

*(a) A statement of the facts giving rise to the difference,*

*(b) The central item or items relevant to the difference,*

*(c) The central item or items and the non-central item or items, where the difference involves both, and*

*(d) The remedy requested.*

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

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

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

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

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

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

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

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

*(a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.*

*(b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.*

*(c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

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

*(a) TEBA and the Association.*

*(b) Any affected School Jurisdiction.*

*(c) Teachers covered by the collective agreement who are affected by the award.*

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

**16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between the parties, any employee covered by this agreement and the School Jurisdiction or in a proper case between the Alberta Teachers' Association and the School Jurisdiction 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 his/her 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 School Jurisdiction shall make available to each teacher of the ATA Local 48 who are teachers of the Fort McMurray RCSSD # 32 a copy of the Collective Agreement as soon as possible following its ratification. The School Jurisdiction 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 School Jurisdiction 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 School Jurisdiction Policy.

IN WITNESS THEREOF the parties hereto execute this agreement by the proper officers on their behalf this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2018.

On behalf of the Fort McMurray On behalf of the Alberta Teacher’s

Roman Catholic Separate School District Association:

No. 32:

Name Here George (Robert) O’Brien

Chairperson Chairperson, T.W.C.

Francois Gagnon Shannon Dube

Secretary-Treasurer President ATA Local 48

Sandra L Johnston

Coordinator, Teacher Welfare

Alberta Teachers’ Association

***New Letter of Understanding #1 – Trial Program on Time Off for Compression***

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

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | ***Maximums*** | |
|  | ***Instructional Days*** | ***Non Instructional Days*** | ***Total Days*** |
|  | *190* | *10* | *200* |
|  | *189* | *11* | *200* |
|  | *188* | *12* | *200* |
|  | *187* | *13* | *200* |
|  | *186* | *14* | *200* |
|  | *185* | *15* | *200* |
|  | *184* | *16* | *200* |
| ***Base*** | ***183*** | ***17*** | ***200*** |
|  | *182* | *17.5* | *199.5* |
|  | *181* | *18* | *199* |
|  | *180* | *18.5* | *198.5* |
|  | *179* | *19* | *198* |
|  | *178* | *19.5* | *197.5* |
|  | *177* | *20* | *197* |
|  | *176* | *20.5* | *196.5* |
|  | *175* | *21* | *196* |
|  | *174* | *21.5* | *195.5* |
|  | *173* | *22* | *195* |
|  | *172* | *22.5* | *194.5* |
|  | *171* | *23* | *194* |
|  | *170* | *23.5* | *193.5* |

*1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers’ Convention is counted as a non-instructional day.*

*1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.*

***New Letter of Understanding # 2 – Me Too Clause/Increase Modifier***

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

*1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:*

* *Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12*
* *Alberta Health Services and United Nurses of Alberta*
* *Alberta Health Services and the Health Sciences Association of Alberta*
* *Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing*
* *Alberta Health Services and Alberta Union of Provincial Employees – General Support Services*

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

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

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

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

*1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between School Jurisdictions and unions listed in Clause 1.1 of this Letter of Understanding.*

*2. If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*

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

*4. This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

***New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program***

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

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

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

*4. The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*