

COLLECTIVE AGREEMENT

BETWEEN

FORT MCMURRAY PUBLIC SCHOOL DISTRICT No. 2833

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

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

This agreement is made pursuant to The School Act, and the Alberta Labour Relations Code.

BETWEEN: FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833,
hereinafter called the "Board,"

of the first part

-and-

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

of the second part

WHEREAS each party recognizes the other as the sole bargaining agent for the teachers employed by Fort McMurray Public School District No 2833, and

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants therein contained, the parties agree as follows:

1. APPLICATION/SCOPE

1.1. *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with a School Jurisdiction excepting those positions agreed to be excluded in local bargaining between a School Jurisdiction and the Association.*

1.2. Notwithstanding clause 1.1, employees holding the following designations shall be excluded from this Agreement.

a) Superintendent

b) Associate Superintendent



c) Assistant Superintendent

d) Director

1.3. *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 Board 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. Professional Forum

Committee Membership:

ATA: Six members selected by the local FMPSD 2833 Bargaining Unit
(At least two shall be E.P.C. members)

Management: Three members from senior management, selected by the Board

CUPE: The A.T.A. and the Board members may ask a C.U.P.E.
representative to attend a meeting or portion thereof.

Meeting Dates: Meetings will be held in November, February, and May, and
otherwise as required. Meetings may be called by the TWC Chair
or a representative of the Board and a meeting date and agenda will
be set within two weeks. The party calling the meeting must
provide its agenda issues at least one week prior to the meeting



date, or the meeting must be rescheduled to allow for this one-week timeline.

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

2. TERM

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

2.2. List Bargaining

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 Board shall pay all of the teachers covered by this collective agreement the salaries and allowances as herein set forth and computed.
- 3.2. The years of university education of the teacher and the years of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board. One month's salary shall be considered to be 1/12th of the annual salary rate. Tabulated below (3.3) are the minimum and maximum salary rates and the experience increments for each year of teacher education.

3.2.1. Deferred Salary Leave Plan

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



3.2.2. Salary Grid

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

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

3.3. Evaluation of Teacher Education

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

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

3.3.3. Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply satisfactory evidence of teacher education to the Board within ninety (90) calendar days from commencement of the school year, commencement of employment, or February

1. The onus of proof of further education lies with the teacher by means of the Teacher Qualification Service. If required proof is not received at the expiry date of this period, then the teacher's salary reverts to the next lower position on the grid or previously approved evaluation and subject to clause 3.4.1. No adjustment shall be made after June 30 of the current school year.

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

3.4. Recognition of Teaching Experience

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

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

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

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

3.4.2. A year of teacher experience shall be any one school year during which a teacher, under contract, has taught full time for not less than 120 full-time equivalent days. Effective until August 31, 2017, a teacher employed under contract, full time or part-time, who teaches less than 120 full-time equivalent days, may accumulate an experience increment by combining full-time equivalent days taught in the preceding four years. Increment adjustments shall be effected September 1 and February 1 annually and no teacher shall be credited with more than one experience increment for one school year, nor can the same days of experience be used for a second increment. The first thirty (30) operational days of paid leave will be included in calculation for the experience increment.

- 3.4.3. Days taught as a result of a temporary contract are eligible for the purposes of clause 3.4.2 commencing the first day of the assignment causing a temporary contract to be issued in accordance with section 101 of the School Act.
- 3.4.4. *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.5. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.6. *Previously unrecognized experience gained in one school year with a School Jurisdiction may be carried over for calculation of experience increments in the following school year with that same School Jurisdiction.*
- 3.4.7. *Provisions 3.4.4 through 3.4.7 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*

3.5. Senior High CTS Teachers

- 3.5.1. Career and technology studies [CTS] teachers holding journeyman's certificate, or equivalent, as approved by the Board, in a non-designated trade will be placed at four [4] years education, '0' years' experience, or higher, if his/her TQS evaluation allows.
- 3.5.2. The Board, at its discretion, may recognize, for teacher education purposes, a senior high CTS teacher's technical trade qualifications limited to one further year beyond the teacher's current Teacher's Qualifications Service evaluation.
- 3.5.3. Experience to be paid for the journeyman trade experience plus 1/3 of all previous industrial trade experience as defined above. In the event of a major fraction of years of experience, the calculations are to be taken to the next higher year.
- 3.5.4. Following initial placement, the CTS teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.



- 3.5.5. Advancement from one salary category to another shall be made in the same manner as for any regular teacher.
- 3.5.6. Such recognition for teacher education and experience purposes requires that the teacher be instructing in a relevant trades-based course, and will not be provided when the teacher ceases such instruction, effective the pay period following the change in teaching assignment, unless such reassignment is initiated by the Board.

3.6. Summer School/Night School

3.6.1. Summer School

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

3.6.2. Night School / Weekend Classes

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

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



3.7. Other Allowances

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

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

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

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

4. ADMINISTRATIVE ALLOWANCES AND CONDITIONS OF PRACTICE

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

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

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

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



4.2. Red Circling Administrative Transfers

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

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

4.3. Acting/Surrogate Administrators – Compensation

- 4.3.1. In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of four (4) consecutive teaching days, another administrator, supervisor or teacher may be selected by the Superintendent and shall assume the responsibility and be paid only the allowance of the administrative position he/she temporarily occupies commencing with the fifth (5th) day.
- 4.3.2. Teachers who are assigned to be Acting Administrators for periods less than five (5) consecutive days shall be paid sixty percent (60%) of the Principal's allowance. This allowance shall be applied in units of a half or a full day.

4.4. Principal Contracts

- 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 school jurisdiction 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 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.*



4.4.3. *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 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.*

4.5. Other Administrative Designations

4.5.1. Vice-Principals (Associate Principals)

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

4.5.2. Department Heads may be appointed by the Board for terms of two years subject to annual review on the recommendation of the Superintendent. Each Department Head shall be paid an allowance equal to seven (7) percent (7%) of the fourth (4th) year maximum grid position.

4.5.3. Supervisors may be appointed by the Board upon the recommendation of the Superintendent. Each supervisor shall be paid an allowance equal to twenty percent (20%) of the fourth (4th) year maximum grid position.

4.5.4. Consultants and Coordinators may be appointed by the Board upon the recommendation of the Superintendent. Each consultant or coordinator shall be paid an allowance equal to ten percent (10%) of the fourth year maximum grid position.

4.6. Other Administrator Conditions

Effective August 31, 2018, Principals, Vice-Principals, Supervisors, Consultants and Coordinators, will receive five (5) paid leave (lieu) days per year as recognition for time worked outside of the school calendar. Use of these days are approved at the discretion of the Superintendent and requests will not be unreasonably denied. Upon ratification of the subsequent collective agreement effective September 1, 2018, this provision shall automatically transition to three (3) paid leave (lieu) days for subsequent collective agreements unless the parties negotiate otherwise.

5. Teacher on Call

- 5.1. A Teacher on Call means a teacher employed on a day to day basis.
- 5.2. The rate of pay for teachers on call regardless of grades taught shall be:

\$219.11 per day

\$113.94 per half day

These rates are inclusive of four percent (4%) vacation pay. The total amount shall be paid bi-weekly to the Teacher on Call.

- 5.3. A Teacher on Call, after teaching four [4] consecutive days for the same teacher, for the purposes of salary, shall be paid for the additional consecutive work days taught according to his/her qualifications. Submission of years of teaching experience and certification shall be governed by articles 3.3.3 and 3.4.1.

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.

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

5.5. Teacher on Call Professional Development

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

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

- 6.1. *FTE Definition: 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. Teachers on probationary/interim contracts shall be notified by the Board thirty (30) days prior to the end of the current school year whether they will be offered a continuing contract, a probationary contract for an additional year, or if their contract will not be renewed.
- 6.3. a) Any teacher employed on a full-time (1.0 FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period, and notwithstanding section 103(2) of the School Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.
- b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to March 1 of the year in question, the teacher and the Board agree to renew the part-time contract arrangement for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.
- c) If the length of the part-time contract noted in (a) above is one year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment. Should that position no longer exist, the teacher shall be placed in a full-time position with the Board. Should the teacher continue in the part-time position for more than one year, that teacher shall be placed in a full-time teaching position with the Board upon the teacher's return to full-time service.

7. HEALTH AND MEDICAL CARE BENEFITS

7.1. Alberta Health Care

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

- 7.2. The Board will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher and his/her spouse and dependents, and administered by Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. The Board will contribute effective September 1st 2011 \$875 per eligible teacher per year to such account. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance, after the run off period. In this article "eligible teacher" means any teacher on a continuing, probationary, interim, or temporary contract of at least five (5) months duration.



- 7.3. Teachers are eligible to participate in each of the Health and Medical Care Benefits to the minimum full-time equivalency and other conditions as required by the benefit carrier.
- 7.4. The following plans are available to teachers:
- a) Alberta School Employee Benefit Plan (ASEBP) Extended Health Care [Plan 1]
 - b) ASEBP Life [Plan 2], participation shall be a condition of employment
 - c) ASEBP Accidental Death and Dismemberment [Plan 2], participation shall be a condition of employment
 - d) ASEBP Extended Disability [Plan D], participation shall be a condition of employment
 - e) ASEBP Dental Care [Plan 3]
 - f) ASEBP Vision Care [Plan 3]
- 7.5. The Board shall pay 100% of all premiums for all eligible teachers' benefits as per clause 7.4. The Board shall pay a prorated percentage of benefit premiums for 7.4 (a), (e), and (f) for part-time teachers as applicable.
- 7.6. The agreed to sharing of premium costs of insurance benefits provided herein includes rebates made to the employer under Employment Insurance Regulations; no further adjustment is intended to be passed on to employees entitled to the benefits as provided, unless otherwise stated.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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



8.2. Assignable Time Definition

8.2.1. *Assigned Time is defined as the amount of time that School 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 Leave

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

10. SICK LEAVE

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

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

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

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

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

Less than one year of service: Nil

After one year of service: 60 working days

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

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

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

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

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

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

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

- 11.1.3. The teacher shall determine the beginning and ending dates of her maternity leave.
- 11.1.4. When possible the teacher shall provide notice of her leave requirements 90 days in advance of the commencement of her maternity leave.
- 11.1.5. The Board will require a medical certificate specifying the anticipated date of delivery.
- 11.1.6. Supplemental Unemployment Benefit Plan
- a) The Board shall implement a Supplementary Unemployment Benefit (SUB) Plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with 100% of her normal weekly earnings during the health-related portion of the maternity leave.
 - b) The SUB Plan will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while the teacher is in receipt of Employment Insurance (EI) benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB Plan payments shall cease.
 - c) For the duration of the SUB Plan, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums specified in Clauses 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6. For the duration of the 15-week maternity leave, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums in article 7.
- 11.1.7. Early Return to Work - Maternity Leave
- a) The teacher, with the agreement of the Board, may shorten the duration of the six week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work by the employee will not endanger her health.
 - b) A teacher who wishes to resume working before the scheduled end of her leave will be assigned to an appropriate teaching position within the District. At the end of her scheduled leave, the teacher may elect to return to the position held at the commencement of the leave.



11.1.8. Parental Leave

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

c) Notice of Parental Leave

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

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

d) Return from Maternity or Parental Leave

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

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



11.2. Benefits – Prepayment or Repayment of Premiums during Unpaid Portion of Leave

- 11.2.1. *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the 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.*
- 11.2.5. *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.*
- 11.2.6. *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. LEAVES OF ABSENCE

12.1. Personal Reasons

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

12.2. Serious Illness and Bereavement

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

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

Medical statement certifying serious nature of illness may be required.

12.2.2. For the death of any persons referred to in clause 12.2.1:

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

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

12.2.3. The Superintendent will consider, upon request, leave in addition to 12.2.1 through 12.2.2 where special circumstances prevail.

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

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

12.2.5. a) For closure of public roads within the boundaries of the school jurisdiction for closure of Highways 63 and 881 leading to Fort McMurray or for closure of the Fort McMurray Airport which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.

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

12.2.6. a) For jury duty or any summons related thereto,

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

12.3. Personal Leave

- 12.3.1. Subject to arranging to cover his/her assignment a teacher shall be granted two (2) working days of personal leave per year not to exceed two absences. Both days shall be without loss of pay or benefits. Notice for taking said days shall be submitted in writing to the Superintendent or designate and copied to the Principal two weeks prior to the intended day for taking of the leave(s). A teacher may carry over one (1) unused personal leave day from one year to the next. No more than three (3) paid personal leave days may be accumulated or accessed in any one school year.
- 12.3.2. Where an emergency does not permit a prior submission for the request, the Superintendent may waive the requirements in 12.3.1, above, after receiving a written request for such waiver from the teacher.
- 12.3.3. A teacher may apply for leave for personal reasons with pay less the cost of Teacher on Call services regardless of whether or not a Teacher on Call is required and be granted such leave at the discretion of the Superintendent or his designate. Leave under this article is limited to a maximum of three working days per school year.
- 12.3.4. Additional personal leave not covered elsewhere in this Agreement may be considered with or without loss of pay at the discretion of the Superintendent.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1. *A teacher shall be granted leave of absence with pay provided the School 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.

13.4. *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 Superintendent or designate may approve leave with full pay:

- a) To attend conferences, conventions or other meetings,
- b) To visit other schools,
- c) To attend meetings or committee meetings of Alberta Education, Senates of Colleges/Universities or meetings of municipal bodies of which he/she is a member,
- d) For one working day to attend son's, daughter's, spouse's or own Graduation or Convocation ceremonies and up to two [2] working days for travel if necessary. Graduation ceremonies and convocations apply only to grade twelve (12) and post-secondary institutions.
- e) On business connected with the school system,
- f) For any teacher who is referred for health care or for that of his or her own spouse and children beyond the limits of the community,
- g) For any teacher appointed by Alberta Education to mark diploma examinations.

14.2. Family Medical

Four (4) days to care for a family member or member of the teacher's household.

14.3. Up to one day to complete university or other post-secondary examinations required for the teacher's professional qualifications as connected to the Teaching Quality Standards (TQS) and the teacher's professional growth plan. Two days with pay for travel will be provided if necessary. This provision may be accessed no more than once per year.

15. CENTRAL GRIEVANCE PROCEDURE

15.1. *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 any teacher covered by this agreement and the Board or in the proper case, between the Association and the Board, concerning the interpretation, application or alleged violation of the collective agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

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



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

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

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

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

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

16.3. Failing a satisfactory settlement by the grievance committee within the said time, either party may, by written notice to the Chief Deputy Superintendent Human Resources & Administration or designate and the Chair of the TWC committee, serve notice of intent to proceed to arbitration. Such notice must be given within 10 days after the date the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

16.3.1. Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them appoint a third person who shall be the chair. In the event of any failure to appoint a chair, either party may request the director of mediation services to make the necessary appointment.

- 16.3.2. The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.4. The arbitration board shall not change, amend or alter any of the terms of the agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
- 16.4.1. The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chair shall be the decision of the arbitration board. The decision of the arbitration board shall be final, binding and enforceable on all parties and may not be changed.
- 16.5. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chair. Each party shall bear the expense of their respective witnesses. Leave with loss of Teacher on Call pay for teachers under this collective agreement will not be unreasonably withheld.
- 16.6. In the event, at any stage of the grievance procedure (except in the respect of appointing persons to the board) if either party fails to take the necessary action within the time limits specified, the grievance shall be deemed to have been conceded.
- 16.7. Any of the time limits may be extended at any stage upon the written consent of the parties.

17. EMPLOYMENT

17.1. Salary Payment

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



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

All teaching staff will participate in the direct deposit system.

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

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

17.2. Notice of Intent

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

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

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

17.3. Subrogation

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

17.4. General

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

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

- 17.4.3. Amendments to this Agreement may be sought by either party at any time during the life of this Agreement and may be executed only with consent in writing of both the Board and the Fort McMurray Bargaining Unit No. 2833.
- 17.4.4. The Board shall make available to each teacher of the Fort McMurray Bargaining Unit No. 2833 a copy of the Collective Agreement as soon as possible following its signing. The Board and the Local shall share equally the cost of production of the signed collective agreement to a maximum cost of \$500.00.

[SIGNATURE PAGE FOLLOWS]



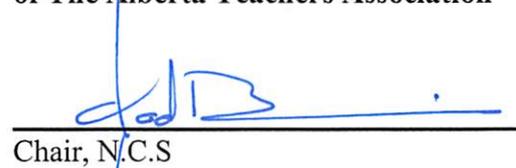
IN WITNESS WHEREOF the parties have executed this Agreement by the proper officers on their behalf this 25th day of February 2019.

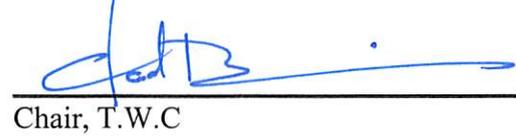
**Fort McMurray Public School District
No.2833**


Chair


Associate Superintendent Business & Finance

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


Chair, N.C.S


Chair, T.W.C

The Alberta Teachers' Association


Coordinator of Teacher Welfare

LETTERS OF UNDERSTANDING – CENTRAL

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	Non Instructional	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.*



LETTERS OF UNDERSTANDING – LOCAL

LETTER OF INTENT

NOON HOUR RESPONSIBILITIES

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

A handwritten signature in black ink, appearing to be the initials 'AB' or similar, located in the bottom right corner of the page.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**THE BOARD OF TRUSTEES OF
FORT MCMURRAY PUBLIC SCHOOL DISTRICT NO. 2833**
(hereinafter the "Board")

, OF THE FIRST PART

-and-

THE ALBERTA TEACHERS' ASSOCIATION
(hereinafter the "ATA")

OF THE SECOND PART

WHEREAS the Board and the ATA have entered into a collective agreement for the term of September 1, 2003 to August 31, 2007, which agreement has continued in operation pursuant to the bridging provisions of the *Labour Relations Code*;

AND WHEREAS the Government of Alberta has made available a special cost-of-living allowance called the "Fort McMurray Allowance", which is designed to compensate eligible employees who live and work in Fort McMurray and its vicinity, for the housing cost differential in Fort McMurray and its vicinity as compared to other major Alberta cities;

AND WHEREAS the Fort McMurray Allowance for educational sector employees is intended to mirror that already provided to Government of Alberta employees working and living in Fort McMurray;

AND WHEREAS the parties wish to set out the terms and conditions under which the Fort McMurray Allowance will become payable to eligible teachers;

NOW THEREFORE the parties hereby agree as follows:

The Fort McMurray Allowance

1. Payment of this sum, which shall be referred to as the "Fort McMurray Allowance", is conditional upon the Board continuing to receive, from the Government of Alberta, the Fort McMurray Allowance, which funding can be increased, decreased or discontinued, at the sole discretion of the Government of Alberta, upon the provision of notice to the Board.
2. The Fort McMurray Allowance is in addition to the current living and travel allowance provided to teachers employed on a full-time basis by the Board, as set out under Article 4.2 of the collective agreement. Amounts received by teachers in accordance with Article

4.2 of the collective agreement will continue to be included in the teacher's salary, for pension purposes.

3. The total of the Fort McMurray Allowance provided under this memorandum of understanding and the travel and living allowance provided for under Article 4.2 of the collective agreement shall be equivalent in amount to the Fort McMurray Allowance provided to other Government of Alberta employees working and living in Fort McMurray, subject to the terms and conditions set out herein.

Eligibility

4. For a teacher to be eligible to receive the Fort McMurray Allowance, the teacher must both work and reside in Fort McMurray or its vicinity. The residency requirements are those as described within the draft policy/guidelines of the Government of Alberta respecting the Fort McMurray Allowance, or such further or revised guidelines as may be issued from time to time. As of June 1, 2007, Fort McMurray is defined as Ward 1 of the Regional Municipality of Wood Buffalo, and its vicinity is defined to include communities within a thirty (30) minute, one (1) way commuting distance from Fort McMurray, travelling under good road conditions. Residency shall be determined based upon the statutory personal tax information provided by the teacher to the Board.
5. Teachers eligible for receipt of the Fort McMurray Allowance include teachers under an individual contract of employment with the Board, on a full-time or part-time basis, who are in receipt of salary and teachers who are in receipt of salary in the following circumstances:
 - a. on an approved sabbatical leave in accordance with the terms and conditions of the collective agreement; or
 - b. during the paid health-related portion of a maternity leave; or
 - c. those in receipt of extended disability benefits;

provided that teachers in all such circumstances continue to meet the residency requirements. The Fort McMurray Allowance shall be pro-rated for eligible teachers who work on a part-time basis. Teachers who are on an unpaid leave of absence are not entitled to receipt of the Fort McMurray Allowance. The amount of the Fort McMurray Allowance payable to teachers on sabbatical shall be pro-rated in accordance with the amount of salary received by the teacher.

6. Teachers on call are not eligible for the Fort McMurray Allowance, except in the circumstances where they become employed under a temporary contract of employment in accordance with section 101 of the *School Act*, R.S.A. 2000, c. S-3. Payment of the Fort McMurray Allowance to a teacher on call employed under a temporary contract shall be retroactive to the start date of the temporary contract of employment.

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Amount of Allowance

7. Effective June 1, 2007, the Government of Alberta has set the public sector allowance, for Fort McMurray, at One Thousand Forty Dollars (\$1,040.00) per month (the Fort McMurray Allowance), for each eligible employee who works on a full-time, permanent basis. The Fort McMurray Allowance shall be pro-rated for eligible employees who work on a part-time basis. This amount is set on an annual basis by the Government of Alberta and is subject to change, as above described.
8. The living and travel allowance provided for under Article 4.2 of the collective agreement, in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) per year, will continue to be paid in accordance with the terms and conditions of the collective agreement in place between the parties.
9. The difference in amount between the living and travel allowance provided for under Article 4.2 of the collective agreement, and the Fort McMurray Allowance set by the Government of Alberta, which as of June 1, 2007 is One Thousand Forty Dollars (\$1,040.00) per month, will constitute the amount of the Fort McMurray Allowance payable under this memorandum of understanding. As of June 1, 2007, the rate, per full-time equivalent position, is calculated as follows:

$$\begin{aligned} \text{June 1, 2007 rate: } & (\$1,040.00 \times 12) - \$3,500.00 = \$8,980.00 \text{ per year} \\ & (\$748.33 \text{ per month}) \end{aligned}$$

10. The total amount of all allowances, including the living and travel allowance provided for under the current Article 4.2 of the collective agreement, and the Fort McMurray Allowance, will not exceed the amount of the Fort McMurray Allowance set generally for all Government of Alberta employees employed and residing in Fort McMurray or its vicinity.
11. In the event that the Government of Alberta makes adjustments to the amount of the Fort McMurray Allowance, the Board shall notify the ATA, in writing, as soon as possible as to the amount of the adjustment and the effective date of implementation. The adjusted rate of the Fort McMurray Allowance will be used to calculate the amount of the allowance payable to the teacher, as provided for under clause 9 above. In such case, the parties acknowledge and agree that no further amendments to this memorandum of understanding will be required.

Payment

12. Effective June 1, 2007, each teacher who meets the eligibility requirements shall be entitled to payment of the Fort McMurray Allowance for each month during which they remain an active employee of the Board, calculated in accordance with the following terms and conditions:
 - a. a teacher employed under a temporary, probationary, interim, or continuous contract of employment that includes all the teaching days of a school year and who does not teach on all of the teaching days on which the teacher's school is in operation will receive the full annual Fort McMurray Allowance, less 0.5% of the allowance for each day not taught;

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Gut.*

- b. a teacher employed under a temporary, probationary, interim, or continuous contract of employment that does not include all the teaching days of a school year and a teacher under a contract of employment for a period that includes all the teaching days of a school year, but who during that year teaches on fewer than one hundred (100) teaching days will receive 0.5% of the Fort McMurray Allowance for each day on which the teacher teaches;
 - c. in the event that a teacher's employment with the Board terminates prior to the conclusion of a school year, in the case of a teacher employed under a contract to teach during all of the teaching days in the school year, or the expiry date provided for in the contract or under the *School Act*, in the case of a teacher employed under a contract to teach for a part of the school year, the Board may deduct from the Fort McMurray Allowance payable to that teacher 0.5% of the Fort McMurray Allowance for each teaching day that the teacher was absent that exceeds the number of sick days to which the teacher is entitled, as provided for under section 111 of the *School Act*.
13. Based upon the June 1, 2007 Fort McMurray Allowance payable, the calculation as to the daily rate of Fort McMurray Allowance to be deducted or paid for a full-time equivalent teacher is as follows:

$$\$8,980 / 200 \text{ days} = \$44.90 \text{ per teaching day (as defined within sections 97 and 111 of the } \textit{School Act})$$

This amount shall be pro-rated for part-time teachers based upon full-time equivalency of the teaching assignment.

14. The entitlement to payment of the Fort McMurray Allowance will terminate on the day on which the teacher's employment terminates.

Retroactive Payments

15. Within thirty (30) days of execution of this memorandum of understanding, the Board will take such steps as are necessary to implement the payment of the Fort McMurray Allowance to eligible employees. The Board, through its administration, will utilize its best efforts to ensure that retroactive payments of the Fort McMurray Allowance are made to all eligible teachers, in accordance with the above-described calculations, within a reasonable period of time, following the execution of this memorandum of understanding by both parties. All subsequent payments of the Fort McMurray Allowance shall be payable on a monthly basis, in the same fashion as provided for in Article 8.1 of the collective agreement in place between the parties.

Allowance Non-Pensionable

16. The Fort McMurray Allowance will be treated as a non-pensionable compensation and will be subject to all legislated tax deductions at source. The Fort McMurray Allowance will not be included in the calculation of severance pay, insurable salary, life insurance or for extended disability entitlement purposes.

Handwritten signatures:
 J.W.
 J.K.
 G.M.

Other

17. The parties acknowledge and agree that payment of the Fort McMurray Allowance is contingent on:
- a. the Government of Alberta continuing to make the grant available through the Board and that the payments of the Fort McMurray Allowance may be increased, decreased or discontinued, based upon the policy decisions of the Alberta Treasury Board or the Government of Alberta. In the event that the Fort McMurray Allowance is adjusted or discontinued, the Board shall provide notice of the adjustment or discontinuation of the Fort McMurray Allowance as soon as reasonably possible, following receipt of notice from the Government of Alberta;
 - b. each teacher meeting such eligibility requirements as are established by the Government of Alberta pursuant to any applicable rules, regulations or policies that are implemented by the Government of Alberta respecting the same.
18. Notwithstanding the date of execution of this memorandum of understanding, the parties acknowledge and agree that its terms and conditions shall become effective on June 1, 2007.
19. This memorandum of understanding shall remain in force and effect during the specified term of this collective agreement. The parties, however, acknowledge and agree that in the event that the Government of Alberta discontinues the Fort McMurray Allowance, the Board's responsibility for payment of the same shall terminate upon cessation of funding for the same.
20. In the event that the Fort McMurray Allowance is discontinued by the Government of Alberta, the terms and conditions of this memorandum of understanding will come to an end, and the teachers will remain entitled to the payment of such travel and living allowances as is provided for under Article 4.2 of the collective agreement between the Board and the ATA. It is understood that this memorandum of understanding will become part of the collective agreement upon ratification.

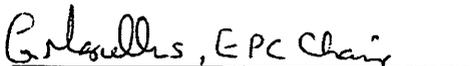
DATED on Nov 27, 2007.

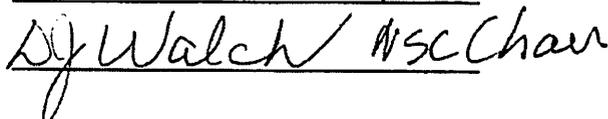
THE BOARD OF TRUSTEES OF FORT MCMURRAY
PUBLIC SCHOOL DISTRICT NO. 2833

Per: 

Per: _____

THE ALBERTA TEACHERS' ASSOCIATION

Per:  EPC Chair

Per:  NSC Chair

