

## **FRAMEWORK AGREEMENT**

### **BETWEEN THE PARTIES: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA (GOVERNMENT), THE ALBERTA TEACHERS' ASSOCIATION (THE ASSOCIATION) AND THE ALBERTA SCHOOL BOARDS ASSOCIATION (ASBA)**

**In this Framework Agreement, "teacher" means a member of an Association Bargaining Unit**

#### **Part A: Term and Scope**

- a. Term from the date of signing until August 31, 2016.
- b. Will involve 62 School Jurisdictions ("School Jurisdictions") listed in Appendix A and the Association in each of its respective 62 bargaining units (Association Bargaining Units).
- c. Will result in collective agreements for a four-year term from September 1, 2012 to August 31, 2016.

#### **Part B: Teacher Compensation**

1. Percentage increases are set out below for each year of the four-year term and will apply only to salaries as set out in the Collective Agreement grid, other rates of pay, allowances and substitute teacher daily rates of pay. Where those provisions are expressed in dollar amounts and not percentages, the dollar amounts will increase by the applicable percentages.

The following rates will apply:

- 2012-13- 0%
  - 2013-14- 0%
  - 2014-15- 0%
  - 2015-16- 2% - effective September 1, 2015
2. A one-time lump-sum payment of 1% of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date, funded by Government and paid no later than the end of December of 2015.
  3. Grid Changes for Specified School Jurisdictions as follows:
    - a. "Adjusted Provincial Average" means the average category 4 maximum (C4MAX) grid salary for the School Jurisdictions listed at Appendix A, excepting for Northland School Division, Fort McMurray RCSSD, Fort McMurray SD, Fort Vermilion SD, and Peace River SD,
    - b. Where the 2011-12 salary in a Collective Agreement for C4MAX is less than the Adjusted Provincial Average, then the C4MAX salary for that school jurisdiction shall be increased to the Adjusted Provincial Average effective September 1, 2014, (as listed in Appendix B) and,
    - c. The amount of percentage increase required to adjust the C4MAX salary to the Adjusted Provincial Average shall also be applied to all other grid positions in the affected Collective Agreement.

## **Part C: Teacher Workload**

### **1. Internal Alberta Education Review**

Upon the ratification of this Framework Agreement, Government will commence an internal review to determine what Alberta Education initiated tasks can be eliminated or modified to reduce teacher workload. Government will provide a report to the Parties by June 30, 2013. Over the course of the term of this Framework Agreement, Government will do ongoing analysis with a commitment to further reduce unnecessary tasks. One of the elements of the internal review will be to identify the time required by teachers to undertake existing and any new tasks initiated by Alberta Education. Government will consult with the Association and the ASBA but Government will make the final decision in determining any changes to existing or new initiatives.

### **2. Internal School Jurisdiction Review**

Upon the ratification of this Framework Agreement, within each school jurisdiction a joint committee will be established and maintained for at least the duration of this Framework Agreement to design, direct and conduct internal reviews to determine what jurisdiction-initiated tasks or policies can be eliminated or modified to reduce teacher workload and improve teacher efficacy. The committee shall be comprised of representatives of the School Jurisdiction named by the School Jurisdiction, teachers named by the Association Bargaining Unit and a facilitator provided by Alberta Education. The school jurisdiction and Association Bargaining Unit shall jointly determine the size and composition of the committee such that it reflects the diversity of teaching circumstances across the jurisdiction.

The Committee shall complete an initial report by October 31, 2013 including recommendations for further study and an initial action plan. The report shall be provided to the three parties to this Framework Agreement. In implementing the initial and subsequent action plans, the School Jurisdiction shall consult with the Association Bargaining Unit, but shall make final decisions concerning the changes to School Jurisdiction determined policies and practices, reporting the same to the Committee. This Committee shall meet at least semi-annually.

Subsequent to Oct 31, 2013, a teacher or a group of teachers from one school may appeal to the principal and, if necessary to the superintendent, if they believe the issues in the report have not been addressed or in the event no report is released. If they are not satisfied by the decision of the superintendent, the Association may refer the matter to the Exceptions Committee as outlined in Part C 10. This Exceptions Committee will provide recommendations to all parties.

### **3. Third Party Study**

Government will commission a third party study on workload for classroom teachers, school administrators and other members of the Association Bargaining Units. The project and its parameters will be guided by an advisory committee that includes representatives named by the ASBA, the Association and the Government. The advisory committee will recommend the timelines and goals, and will provide recommendations to the Minister about the implementation of the third party study. The advisory committee will have its initial meeting by May 31, 2013. The study must be comprehensive, and reflect a complete cycle in the school year.

#### 4. Teacher Development and Practice Advisory Committee

Government agrees to establish a Teacher Development and Practice Advisory Committee (TDPAC) by September 1, 2013.

- a. The Minister of Education will appoint to the Committee
  - i. the Association's President and Executive Secretary.
  - ii. other certificate holders from a list of candidates provided by the Association, which shall include teachers currently holding a principal designation and as well as active classroom teachers whose assignments and professional activities are representative of the diverse range of teaching experiences in Alberta, to constitute at least one-half of the Committee's members, including the Association President and Executive Secretary.
  - iii. representatives as deemed appropriate by the Minister, from the ASBA and other education stakeholder groups, business and industry, post-secondary institutions, and the public.
- b. The Chair of the TDPAC shall be appointed by the Association from its representatives on the Committee. The Vice-Chair of the Committee shall be appointed by the Minister.
- c. The TDPAC will advise the Minister:
  - i. on any matter that would support or define the role of the teacher and the profession for the 21st century,
  - ii. on a recommendation from the Association on a continuing education requirement for all certificate holders to be administered by the Association. Should the Minister accept the recommendations of the Committee on a continuing education requirement for all certificate holders, the Minister will recommend the introduction of the necessary legislative and regulatory changes,
  - iii. on changes to legislation, regulation or policy that would allow greater access for non-certificate holders to provide instruction to students in subject areas where qualified teachers are not available, and
  - iv. on any other matter the Minister requests the TDPAC to consider.
- d. The Minister will consider any advice or recommendations which receive a two-thirds majority approval vote from the TDPAC members. However, the Minister in his sole discretion may determine whether to accept or reject the TDPAC recommendations.
- e. The TDPAC term shall be at least the term of this Framework Agreement.

#### 5. Professional Development

To implement elements of Inspiring Education, teachers must engage in ongoing professional development that considers School Jurisdiction, school, and personal professional goals. Commencing in the 2013-14 school year, each School Jurisdiction will ensure that time is dedicated from within the currently allotted non-instructional days or those times during the school year such as early dismissal days when students are not in attendance, to enable classroom teachers to:

- a. collaborate with their colleagues in a professional learning community setting to benefit student learning and mitigate teacher workload, and
- b. address the goals of their Personal Professional Growth Plan.

Teachers who believes that insufficient time has been dedicated to professional development may appeal to the principal, and if necessary the superintendent. If they are not satisfied by the decision the superintendent, the Association may refer the matter to the Exceptions Committee as outlined in Part C 10.

## 6. Liaison Committees

Recognizing the advantages derived from effective and ongoing communication between the School Jurisdiction and teachers, each School Jurisdiction and their respective Association Bargaining Unit agree to establish a liaison committee if one does not already exist. The liaison committee will facilitate discussions on matters relating to teaching and the learning conditions. The liaison committee does not have a mandate to engage in collective bargaining.

## 7. Lieu Days for Principals

Effective September 1, 2013, School Jurisdictions will ensure that school-based principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and superintendent, the School Jurisdiction shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year. If current policy or collective agreement provisions are equivalent or superior, this provision will not increase the number of days available. However, all principals will have access to a minimum of 2 days with payment for days not utilized.

## 8. Pilot Projects

School Jurisdictions and the Association Bargaining Unit may agree to enter into Pilot Projects where there is interest to implement key elements of Inspiring Education.

- a. The pilot must set out a plan, have a clear focus on teaching quality and improvement of student outcomes and support a reasonable workload. The plan will also include a process for evaluation.
- b. Where a School Jurisdiction and their respective Association Bargaining Unit agree, a pilot project can amend, on a term specific basis, related provisions in the collective agreement, but not for a period longer than the term of this Framework Agreement.

## 9. Maintenance of certain Collective Agreement Provisions

Certain "hours of work/minutes of instruction" will remain in certain Collective Agreements, modified as follows:

- a. For the School Jurisdictions and the Association Bargaining Units that currently have "hours of work/minutes of instruction" collective agreement provisions, without sunseting conditions no alteration will be made to those existing provisions. These provisions will remain in those collective agreements, being: ATA/Edmonton CSSD No 7, ATA/Elk Island CSRD No 41, ATA/Greater St Albert RCSSD No 734 (formerly Greater St. Albert CRD No29), ATA/St Albert PSD No 5565 (formerly St Albert PSSD No 6), ATA/CSFR du Centre-Nord No 2, ATA/Conseil Scolaire du Sud de l'Alberta No 4, ATA/Northland SD No 61, and ATA/Parkland School District No 70.
- b. For those School Jurisdictions and the Association Bargaining Units that had sun setting "hours of work/minutes of instruction" collective agreement provisions in effect in 2011-12 being ATA/Calgary RCSSD No 1, ATA/Calgary SD No 19, ATA/Red CRD No. 39, ATA/Rocky View SD No 41 and the ATA/Edmonton SD No 7 collective agreements, regardless of expiry dates, those provisions will remain in effect. These provisions will only revert to the sun setting provisions in 2016 (2017 in ATA/Calgary RCSSD No 1).
- c. For those School Jurisdictions referred to in Part C 9a and 9b for the period of September 1, 2014 through until August 31, 2016, those School Jurisdictions and their respective Association Bargaining Units will review the findings of the workload study and where applicable and appropriate will develop local strategies to address workload issues. A

School Jurisdiction and the Association Bargaining Unit may agree to suspend the current “hours of work/minutes of instruction” provisions for a particular Association Bargaining Unit in order to support these alternate strategies until August 31, 2016.

## 10 Ministerial Order about Teacher Instruction Time

The Minister will enact a Ministerial Order on teacher workload to be in effect during the term of this Framework Agreement consistent with the following.

- a. The Parties recognize that the role of teachers is essential to support the transition to 21st century learning. Guided by the outcomes of the internal reviews and the third party study on teachers’ workload, School Jurisdictions and Government will make their best efforts to reduce Alberta Education and School Jurisdiction initiated tasks teachers currently perform over the term of this Agreement.
- b.. The Parties recognize that teachers require time to support this transition. To that end, in those schools where there are no instructional time limitations established in a Collective Agreement and where full time teachers currently instruct students for more than 907 hours per year, School Jurisdictions will endeavour to reduce teacher instructional time to 907 hours commencing the 2014-15 school year.
- c. A School Jurisdiction that believes that one or more of its schools cannot achieve the 907 hours of teacher instruction time per year and submits a letter to the Exceptions Committee outlining a process that provides for at least a 4% reduction from the instructional time in effect during the 12/13 school year in each of 14/15 and 15/16 school years shall be granted an immediate exception for those schools. These letters must be received by the Exceptions Committee by no later than January 31, 2014 (for the 2014-15 school year) and by no later than January 31, 2015 (for the 2015-16 school year).
- d. Where a School Jurisdiction believes that one or more of its schools cannot achieve the 907 hours of teacher instruction time per year and cannot meet the process outlined in Part C, 10c above, they may apply to the Exceptions Committee by no later than January 31, 2014 (for the 2014-15 school year) and by no later than January 31, 2015 (for the 2015-16 school year).
- e. The Exceptions Committee shall consist of one representative named by the Association, one representative named by the ASBA, and a chair named by the Minister from a list of names acceptable to the Association and the ASBA. However, if the Association and ASBA cannot agree on a list of potential candidates for Chair, Government will appoint the Chair so as to ensure that the Exception Committee is able to carry out its duties.
- f. Where a majority of the members of the Exception Committee agree on an outcome, that outcome shall be the decision of the Exceptions Committee and shall be binding.
- g. The party appointing each of these members will incur the cost of their representation.
- h. The Exceptions Committee shall review applications and grant or refuse exceptions in whole or in part on a school by school basis in accordance with the following:
  - i. the circumstances or characteristics of the school, including but not limited to its size, location, relative isolation, transportation links, program offerings, qualification for “small school by necessity” grants, and
  - ii. other factors whereby the reduction teacher instructional time to 907 hours would necessarily impose additional unavoidable costs at a level that would compromise the viability of a school or force the elimination of educational programs or options offered in the school,
  - iii. what efforts have been made to reduce the instructional time required of teachers.
- i. The Exceptions Committee will determine its operational processes.
- j. In addition to mandate in Section 10h, the Exceptions Committee will also consider and make recommendations other items identified in this Framework Agreement.

## **Part D: Local Bargaining**

### **1. Bargained Enhancements**

In addition to the compensation increases in Parts B 1, 2, 3 and C 7, 0.5% of the 2012-13 base instruction grant for each School Jurisdiction is available for other “cost” enhancements and may be bargained for in local bargaining. This amount will be funded by each respective School Jurisdiction.

- a. Bargained enhancements for the four-year term of the Collective Agreements shall be limited to “cost” enhancements for the period commencing September 1, 2014.
- b. The total cost of all bargained “cost” enhancements shall not exceed a total amount of .50% of the 2012-13 base instruction grant as identified by Alberta Education for each School Jurisdiction, calculated over the term of this agreement.
- c. The total cost of all “cost” bargained enhancements does not include increment costs (i.e. grid movement).
- d. “Cost” enhancements means the forecasted cash disbursements based on projected utilization.
- e. Where the parties cannot agree on the value of a “cost” enhancement, Alberta Education Strategic Services will make the determination.

### **2. Items Not to be Bargained**

Subject to Part D 3, no local bargaining will occur by School Jurisdictions and Association Bargaining Units on any items related to teacher compensation items identified in Part B, or about any teacher workload items identified in Part C, except Sections 5, 6 and 7. Further, the items identified in Parts B and C cannot be referred to Voluntary Interest Arbitration.

### **3. Bargained Items with Mutual Agreement**

Notwithstanding Part D 2, if a School Jurisdiction and the respective Association Bargaining Unit mutually agree, they may bargain the following in addition to the 0.5% referred to in Part D 1:

- a. Additional compensation for items other than salaries as set out in the salary grid, if the School Jurisdiction is satisfied that it can afford these additional costs. These additional items may include rates of pay for acting duties, administrative allowances and substitute daily rate of pay.
- b. The additional compensation matters that are the subject of bargaining under this provision may not be referred to or be subject to Voluntary Interest Arbitration.
- c. “Non-cost” items may be locally bargained. Each party may refer up to a maximum of 3 “non-cost” items to Voluntary Interest Arbitration.

## **Part E: Dispute Resolution**

1. In the event that, by December 31, 2013, a School Jurisdiction and the Association are unable to conclude a Collective Agreement for the respective Association Bargaining Unit in local bargaining of the items referred to in Part D, then the remaining cost issues and up to a maximum of 3 “non-cost” issues in dispute, subject to the limitations set out in this Framework Agreement, shall be referred to individual Voluntary Interest Arbitration pursuant to Division 15 of the Alberta Labour Relations Code.
2. An Arbitration Board established pursuant to Part E 1 shall not make any award that, combined with the cost of any previously-agreed upon enhancements other than under Part D 3a, has a cost that exceeds 0.5% of the 2012-13 base instruction grant as identified by Alberta Education for the affected School Jurisdiction, calculated over the term of this agreement. Further, an Arbitration Board may not award any provisions that exceed the limitations established in this Agreement.
3. An Arbitration Board cannot make any award that is inconsistent with this Framework Agreement.
4. The Awards of the Voluntary Interest Arbitration Boards are binding on the School Jurisdictions and the Association and shall be included in the Collective Agreements providing that the terms comply with the provisions of the Agreement.
5. For adjudication of issues under this Section, the parties agree to utilize a Case Management Arbitrator. The role of the Case Management Arbitrator shall be to provide oversight of the voluntary interest arbitration process, attempt to informally resolve issues, through resolution conferences and mediation and to issue case management directions with respect to matters proceeding to arbitration before an Arbitration Board. If the Association and a School Jurisdiction agree, the Case Management Arbitrator may also rule on matters in dispute and issue a voluntary interest arbitration award rather than having the matter heard by an Arbitration Board.
6. The Case Management Arbitrator will be selected from a roster mutually agreed upon by the parties. If the Association and ASBA cannot agree to the, Case Management Arbitrator the Minister will appoint the Case Management Arbitrator from the list of individuals who may be appointed as a Board of Reference.
7. Voluntary interest arbitration awards must be issued by no later than April 30, 2014.

## **Part F: Ratification of this Framework Agreement**

1. The ASBA Board of Directors shall advise the Parties if the ASBA will recommend this Framework Agreement by March 17, 2013.
2. The Association shall advise the Parties if Provincial Executive Council will recommend this Framework Agreement by March 17, 2013
3. This Framework Agreement is conditional on the ratification of this Framework Agreement by May 13, 2013 by all School Jurisdictions listed in Appendix A and their respective Association Bargaining Units.
4. ASBA agrees to use its best efforts to convince School Jurisdictions to accept this Framework Agreement.
5. The Association agrees to use its best efforts to convince its Association Bargaining Units to accept this Framework Agreement.
6. If this Framework Agreement is ratified by the 62 Association Bargaining Units and the respective School Jurisdictions there will be no strikes by the Association Bargaining Units and no lockouts by the School Jurisdictions prior to the conclusion of all collective agreements. If this condition is not met then this Framework Agreement is terminated and the Parties have no further obligations under this Framework Agreement.

**Part G: Arbitration**

1. Except for Part G 2 any dispute with respect to the interpretation, application or operation of this Framework Agreement, shall be referred to arbitration in accordance with the Arbitration Act, R.S.A. 2000, c. A-43.
2. None of the provisions in Part C, Teacher Workload, will be referred to or be the subject of arbitration in Part G 1, except for the completion of time deadlines in Part C 1 or 2.

**Part H: Other Obligations**

1. By May 13, 2013, the Parties shall approve a draft of the Ministerial Order referred to in Part C 10. Should the Minister fail to implement the Ministerial Order as approved by the Parties or should the Ministerial Order be withdrawn or changed before the expiry date of this Framework Agreement, this Framework Agreement is terminated and the Parties have no further rights or obligations under this Framework Agreement

## **Appendix A**

### **SCHOOL JURISDICTIONS**

Aspen View Public School Division No. 78  
Battle River Regional Division No. 31  
Black Gold Regional Division No. 18  
Buffalo Trail Public Schools Regional Division No. 28  
Calgary Roman Catholic Separate School District No. 1  
Calgary School District No. 19  
Canadian Rockies Regional Division No. 12  
Chinook's Edge School Division No. 73  
Christ the Redeemer Catholic Separate Regional Division No. 3  
Clearview School Division No. 71  
East Central Alberta Catholic Separate Schools Regional Division No. 16  
The Regional authority of East Central Francophone Education Region No. 3  
Edmonton Catholic Separate School District No. 7  
Edmonton School District No. 7  
Elk Island Catholic Separate Regional Division No. 41  
Elk Island Public Schools Regional Division No. 14  
Evergreen Catholic Separate Regional Division No. 2  
Foothills School Division No. 38  
Fort McMurray Public School District No. 2833  
Fort McMurray Roman Catholic Separate School District No. 32  
Fort Vermilion School Division No. 52  
Golden Hills School Division No. 75  
Grande Prairie School District No. 2357  
Grande Prairie Roman Catholic Separate School District No. 28  
Grande Yellowhead Public School Division No. 77  
Grasslands Regional Division No. 6  
The Regional authority of Greater North Central Francophone Education Region No. 2  
The Regional authority of Greater Southern Public Francophone Education Region No. 4  
The Regional authority of Greater Southern Separate Catholic Francophone Education Region No. 4  
Greater St. Albert Roman Catholic Separate School District No. 734  
High Prairie School Division No. 48  
Holy Family Catholic Regional Division No. 37  
Holy Spirit Roman Catholic Separate Regional Division No. 4  
Horizon School Division No. 67  
Lakeland Roman Catholic Separate School District No. 150  
Lethbridge School District No. 51  
Living Waters Catholic Regional Division No. 42  
Livingstone Range School Division No. 68  
Medicine Hat Catholic Separate Regional Division No. 20  
Medicine Hat School District No. 76  
Northern Gateway Regional Division No. 10  
Northern Lights School Division No. 69  
Northland School Division No. 61  
The Regional authority of Northwest Francophone Education Region No. 1  
Palliser Regional Division No. 26

Parkland School Division No. 70  
Peace River School Division No. 10  
Peace Wapiti School Division No. 76  
Pembina Hills Regional Division No. 7  
Prairie Land Regional Division No. 25  
Prairie Rose School Division No. 8  
Red Deer Catholic Regional Division No. 39  
Red Deer Public School District No. 104  
Rocky View School Division No. 41  
St. Albert Public School District No. 5565  
St. Paul Education Regional Division No. 1  
St. Thomas Aquinas Roman Catholic Separate Regional Division No. 38  
Sturgeon School Division No. 24  
Westwind School Division No. 74  
Wetaskiwin Regional Division No. 11  
Wild Rose School Division No. 66  
Wolf Creek School Division No. 72

## Appendix B

### School Jurisdictions less than the Adjusted Provincial Average

|                                         |              |                |
|-----------------------------------------|--------------|----------------|
| Adjusted Provincial Average of \$92,073 |              |                |
| <b>Bargaining Unit</b>                  | <b>4 Max</b> | <b>% Below</b> |
| Red Deer CRD 39                         | 90,815       | 1.39%          |
| Clearview SD 71                         | 90,858       | 1.34%          |
| Westwind SD 74                          | 90,879       | 1.31%          |
| Greater St Albert RCSSD 734             | 91,554       | 0.57%          |
| CS Cath&Fr du Sud AB 4                  | 91,646       | 0.47%          |
| Rocky View SD 41                        | 91,694       | 0.41%          |
| Calgary SD 19                           | 91,695       | 0.41%          |
| Grande Yellowhead PSD 77                | 91,719       | 0.39%          |
| Prairie Rose RD 8                       | 91,727       | 0.38%          |
| Christ the Redeemer CSRD 3              | 91,748       | 0.35%          |
| Horizon SD 67                           | 91,765       | 0.34%          |
| Aspen View PSD 19                       | 91,809       | 0.29%          |
| Evergreen CSRD 2                        | 91,810       | 0.29%          |
| Canadian Rockies RD 12                  | 91,885       | 0.20%          |
| Foothills SD 38                         | 91,885       | 0.20%          |
| Lethbridge SD 51                        | 91,887       | 0.20%          |
| Holy Spirit RCSR 4                      | 91,891       | 0.20%          |
| Palliser RD 26                          | 91,902       | 0.19%          |
| Elk Island CSR 41                       | 91,912       | 0.18%          |
| CS Centre-Nord 2                        | 91,916       | 0.17%          |
| CS du Sud AB 4                          | 91,922       | 0.16%          |
| Calgary RCSSD 1                         | 91,992       | 0.09%          |
| CS du Nord-Ouest 1                      | 92,007       | 0.07%          |
| St Paul ERD 1                           | 92,017       | 0.06%          |
| Edmonton SD 7                           | 92,020       | 0.06%          |
| Medicine Hat CSR 20                     | 92,029       | 0.05%          |
| Lakeland RCSSD 150                      | 92,044       | 0.03%          |
| St Albert PSD 5565                      | 92,045       | 0.03%          |
| Chinook's Edge SD 73                    | 92,049       | 0.03%          |