

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

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

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2020 to AUGUST 31, 2024**

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This collective agreement is made this 30th day of May 2023.

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

of the first part

-and-

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

of the second part

**WHEREAS** each party recognizes the other as the sole bargaining agent for the teachers employed by the School Division, and

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

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

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

*Effective June 10, 2022, whereas the Teachers' Employer Bargaining Association (TEBA) and The Alberta Teachers' Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

**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 teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

- 1.2 Notwithstanding clause 1.1, employees holding the following designations shall be excluded from this Agreement.
- a) Superintendent
  - b) Associate Superintendent
  - c) Assistant Superintendent
  - d) Director
- 1.3 *All teachers shall pay monthly to the Association monies equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 Role of TEBA**
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall ensure to the benefit of and be binding upon the parties and their successors.*

1.10 Structural Provisions

**Professional Forum**

Committee Membership:

- Association: Six members selected by the Local FMPSD 2833 Bargaining Unit (At least two shall be Teacher Welfare Committee (TWC) members).
- Management: Three members from senior management, selected by the School Division.
- CUPE: The Association and the School Division members may ask a Canadian Union of Public Employees (CUPE) 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 School Division 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 School Division 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 School Division. The School Division and the Association are committed to using this Forum to resolving matters concerning policies affecting teacher working conditions.

- 1.11 *All provisions of this collective agreement shall be read to be gender neutral.*

**2. TERM**

- 2.1 *The term of this collective agreement is September 1, 2020 to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*

## **2.2 List Bargaining**

- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (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 fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than sixty (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 thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

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

## **2.7 Opening with Mutual Agreement**

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

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

## **2.8 Provision of Information (Effective until June 9, 2022)**

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

- 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 Division financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

**2.8 Provision of Information** (Effective June 10, 2022)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least twice each year no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of School Division employees who are members of the Association and include the following items for each teacher:*

2.8.1.1 *name,*

2.8.1.2 *certificate number,*

2.8.1.3 *home address,*

2.8.1.4 *personal home phone number,*

2.8.1.5 *the name of their school or other location where employed,*

2.8.1.6 *contract type,*

2.8.1.7 *full time equivalency, and,*

2.8.1.8 *salary grid placement.*

*Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2 *Effective June 10, 2022, the School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*

2.8.2.1 *HSA / WSA / RRSP utilization rates;*

2.8.2.2 *Most recent School Division financial statement;*

2.8.2.3 *Total benefit premium cost;*

2.8.2.4 *Total substitute teacher cost;*

2.8.2.5 *Total principal / vice principal / Assistant principal allowance cost;*

2.8.2.6 *Total other allowance cost; and,*

2.8.2.7 *Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*



### 3. SALARY

3.1 *The School Division 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 School Division. One month's salary shall be considered to be one-twelfth (1/12) of the annual salary rate. Tabulated below (clause 3.2.2) are the minimum and maximum salary rates and the experience increments for each year of teacher education.*

#### 3.2.1 Deferred Salary Leave Plan

The School Division agrees to administer a Deferred Salary Leave Plan according to the School Division's policy and procedures in compliance with Canada Revenue Agency (CRA) regulations.

#### 3.2.2 Salary Grid

##### 3.2.2.1 Effective until June 9, 2022

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

##### 3.2.2.2 Effective June 10, 2022 (0.50% Increase)

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 63,483	\$ 66,419	\$ 69,875
<b>1</b>	\$ 66,785	\$ 69,777	\$ 73,278
<b>2</b>	\$ 70,093	\$ 73,137	\$ 76,684
<b>3</b>	\$ 73,392	\$ 76,497	\$ 80,086
<b>4</b>	\$ 76,694	\$ 79,862	\$ 83,490
<b>5</b>	\$ 79,998	\$ 83,223	\$ 86,895
<b>6</b>	\$ 83,297	\$ 86,580	\$ 90,300

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>7</b>	\$ 86,604	\$ 89,942	\$ 93,704
<b>8</b>	\$ 89,903	\$ 93,300	\$ 97,111
<b>9</b>	\$ 93,209	\$ 96,662	\$ 100,513
<b>10</b>	\$ 96,509	\$ 100,023	\$ 103,916

*\*Salary adjustments also apply to allowances and daily rates of substitute Teachers.*

**3.2.2.3 Effective September 1, 2022 (1.25% Increase)**

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 64,277	\$ 67,249	\$ 70,748
<b>1</b>	\$ 67,620	\$ 70,649	\$ 74,194
<b>2</b>	\$ 70,969	\$ 74,051	\$ 77,643
<b>3</b>	\$ 74,309	\$ 77,453	\$ 81,087
<b>4</b>	\$ 77,653	\$ 80,860	\$ 84,534
<b>5</b>	\$ 80,998	\$ 84,263	\$ 87,981
<b>6</b>	\$ 84,338	\$ 87,662	\$ 91,429
<b>7</b>	\$ 87,687	\$ 91,066	\$ 94,875
<b>8</b>	\$ 91,027	\$ 94,466	\$ 98,325
<b>9</b>	\$ 94,374	\$ 97,870	\$ 101,769
<b>10</b>	\$ 97,715	\$ 101,273	\$ 105,215

*\*Salary adjustments also apply to allowances and daily rates of Substitute Teachers.*

**3.2.2.4 Effective September 1, 2023 (2.00% Increase)**

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 65,563	\$ 68,594	\$ 72,163
<b>1</b>	\$ 68,972	\$ 72,062	\$ 75,678
<b>2</b>	\$ 72,388	\$ 75,532	\$ 79,196
<b>3</b>	\$ 75,795	\$ 79,002	\$ 82,709
<b>4</b>	\$ 79,206	\$ 82,477	\$ 86,225
<b>5</b>	\$ 82,618	\$ 85,948	\$ 89,741
<b>6</b>	\$ 86,025	\$ 89,415	\$ 93,258
<b>7</b>	\$ 89,441	\$ 92,887	\$ 96,773
<b>8</b>	\$ 92,848	\$ 96,355	\$ 100,292
<b>9</b>	\$ 96,261	\$ 99,827	\$ 103,805
<b>10</b>	\$ 99,669	\$ 103,298	\$ 107,319

*\*Salary adjustments also apply to allowances and daily rates of Substitute Teachers.*

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

### **3.3 Education**

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

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

3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service (TQS), the teacher will be placed at four (4) years education.*

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

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

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

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

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

### **3.4 Experience**

*Teachers shall:*

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

3.4.1 *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*

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

3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*

3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*

b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*

- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*

*Effective until June 9, 2022*

- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*

*Effective June 10, 2022, repeal 3.4.10*

- 3.4.10 *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

### **3.5 Special Considerations for Other Education and Experience [Career and Technology Studies (CTS)]**

#### **Senior High CTS Teachers**

- 3.5.1 *CTS teachers holding **journeyperson's** certificate, or equivalent, as approved by the School Division, in a non-designated trade will be placed at four (4) years education, zero '0' years' experience, or higher, if their TQS evaluation allows.*
- 3.5.2 *The School Division, 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 TQS evaluation.*
- 3.5.3 *Experience to be paid for the **journeyperson** trade experience plus one third (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 School Division.*

### **3.6 Other Rates of Pay**

#### **Summer School / Night School**

##### **3.6.1 Summer School**

- a) A teacher who is employed to instruct credit courses at the School Division'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 \$7,739 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 School Division'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 per 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 School Division'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 per 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 School Division as follows:

- 3.7.1.1 Effective until June 9, 2022, \$4,383 per teacher per year. The allowance will be pro-rated for part-time teachers under contract.
- 3.7.1.2 Effective June 10, 2022 (0.50% Increase), \$4,405 per teacher per year. The allowance will be pro-rated for part-time teachers under contract.
- 3.7.1.3 Effective September 1, 2022 (1.25% Increase), \$4,460 per teacher per year. The allowance will be pro-rated for part-time teachers under contract.
- 3.7.1.4 Effective September 1, 2023 (2.0% Increase), \$4,549 per teacher per year. The allowance will be pro-rated for part-time teachers under contract.

- 3.7.2 Duty Expense Allowance: will be paid on the Monday preceding the convention to each teacher employed by the School Division. 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 Association to the School Division prior to the necessary adjustment.

### **3.8 Long Service Incentive (As per 415)**

- 3.8.1 Teachers will receive a gift in the value of twenty dollars (\$20) per year on each five-year (5) anniversary:

- 5 years—\$100  
10 years—\$200  
15 years—\$300  
20 years—\$400  
25 years—\$500  
30 years—\$600  
35 years—\$700  
40 years—\$800

3.8.2 Employees who meet the criteria for retirement; at least ten (10) years of service with the School Division and are fifty-five (55) years of age or older, will also receive a Retirement certificate and twenty dollars (\$20) per year of service upon retiring.

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

##### **4.1 Administration Allowances**

*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:*

<i>Number of Students</i>	<i>Allowance</i>
<i>Under 301</i>	<i>27% of 4-year Max.</i>
<i>301 -500</i>	<i>33% of 4-year Max.</i>
<i>501 +</i>	<i>42% of 4-year Max.</i>

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

4.1.3 *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*

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

##### **4.2 Red Circling Red Circling Administrative Transfers**

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

**Year 1:** 100 percent (100%) of previous administrative allowance or the new allowance, whichever is greater.

**Year 2:** 85 percent (85%) of previous administrative allowance or the new allowance, whichever is greater.

**Year 3:** 75 percent (75%) of previous administrative allowance or the new allowance, whichever is greater

**Year 4:** As per the new position.



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

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

### **4.4 Teachers with Principal and Assistant / Vice Principal Designations**

- 4.4.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.4.3 *Effective September 1, 2023 a teacher designated as an assistant or vice 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 Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4 *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023 may continue under the term contract until the total number of years designated as an assistant or vice principal is five (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024 whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*

4.4.5 *For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one additional year and must decide by January 1, 2024 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 per cent (60%) of the principal's allowance.*

4.5.2 *Department Heads may be appointed by the School Division 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 per cent (7%) of the fourth (4) year maximum grid position.*

4.5.3 *Supervisors may be appointed by the School Division upon the recommendation of the superintendent. Each Supervisor shall be paid an allowance equal to twenty per cent (20%) of the fourth (4) year maximum grid position.*

4.5.4 *Consultants and Coordinators may be appointed by the School Division upon the recommendation of the superintendent. Each consultant or coordinator shall be paid an allowance equal to ten per cent (10%) of the fourth year (4) maximum grid position.*

#### **4.6 Other Administrator Conditions**

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.

#### **4.7 Vacation/Work Schedule**

Outside of the operational calendar administrators can develop with their school-based leadership team a flexible schedule for their own presence at school with the provision that all principals and vice-principals are available for and attend the leaders' kick-off meeting and there is in-school administration coverage for all work hours when school is open for registration.

### **5. SUBSTITUTE TEACHERS**

5.1 *A Substitute Teacher or Teacher on Call means a teacher employed on a day-to-day basis.*

## **5.2 Rates of Pay**

### **5.2.1 Full Daily Rate**

- 5.2.1.1 *Effective until June 9, 2022, substitute teachers' daily rate of pay will be \$206.71 plus six per cent (6%) vacation pay of \$12.40 for a total of \$219.11.*
- 5.2.1.2 *Effective June 10, 2022 (0.50% Increase), substitute teachers' daily rates of pay will be \$207.74 plus six per cent (6%) vacation pay of \$12.46 for a total of \$220.20.*
- 5.2.1.3 *Effective September 1, 2022 (1.25% Increase), substitute teachers' daily rates of pay will be \$222.96 plus two per cent (2%) in lieu of benefits \$4.46 for a total of \$227.42.*
- 5.2.1.4 *Effective September 1, 2023 (2.00% Increase), substitute teachers' daily rates of pay will be \$227.42 plus two per cent (2%) in lieu of benefits \$4.55 for a total of \$231.97.*

### **5.2.2 Half Daily Rate**

- 5.2.2.1 *Effective until June 9, 2022, substitute teachers' half daily rate of pay will be \$107.49 plus six per cent (6%) vacation pay of \$6.45 for a total of \$113.94.*
- 5.2.2.2 *Effective June 10, 2022 (0.50% Increase), substitute teachers' half daily rates of pay will be \$120.06 plus six per cent (6%) vacation pay of \$7.66 for a total of \$127.72.*
- 5.2.2.3 *Effective September 1, 2022 (1.25% Increase), substitute teachers' half daily rates of pay will be \$129.26 plus two per cent (2%) in lieu of benefits \$2.64 for a total of \$131.90.*
- 5.2.2.4 *Effective September 1, 2023 (2.00% Increase), substitute teachers' half daily rates of pay will be \$137.23 plus two per cent (2%) in lieu of benefits \$2.69 for a total of \$134.54.*

5.2.3 *Effective until August 31, 2022, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as five per cent (5%) of their earnings at the daily rate, vacation pay and general holiday pay earned in the four (4) weeks immediately preceding the general holiday.*

5.2.4 *The total amount shall be paid bi-weekly to the substitute teacher / teacher on call.*

### **5.3 Commencement of Grid Rate**

- 5.3.1 *A substitute teacher / 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 workdays taught according to their qualifications. Submission of years of teaching experience and certification shall be governed by articles 3.3 and 3.4.*
- 5.3.2 *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 Other Substitute Teacher Conditions**

- 5.4.1 *Should a substitute teacher / teacher on call become injured while in execution of their duties, the teacher, subject to the provision of a medical assessment, shall be paid the rate for substitute teacher / teacher on call, per clause 5.2 as applicable, for a period not to exceed ten (10) working days.*
- 5.4.2 *Substitute Teacher / Teacher on Call Professional Development*

Substitute teacher / teacher on call shall be invited to one (1) professional development or institute day per school year, to a maximum of fifty (50) eligible Substitute Teachers / Teachers on Call per school year. Substitute Teachers / Teachers on Call who attend the professional development day shall be paid the substitute teacher / teacher on call rate as per clause 5.2 as applicable. Eligible Substitute Teachers / Teachers on Call are teachers not currently on contract but on the substitute teacher / teacher on call roster who have taught at least five (5) days in that school year.

## **PART TIME TEACHERS**

### **6. PART TIME TEACHERS**

#### **Teachers on Probationary / Interim Contracts Teachers on Part Time Assignments**

- 6.1 *FTE Definition: Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 *Teachers on probationary / interim contracts shall be notified by the School Division 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 Other Part-time Teacher Conditions**

- 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 211(1) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.
- b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to March 1 of the year in question, the teacher and the School Division 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 School Division. 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 School Division upon the teacher's return to full-time service.

## **7. GROUP BENEFITS**

### **HEALTH AND MEDICAL CARE BENEFITS**

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

*Effective until September 1, 2022, the School Division will contribute one hundred per cent (100%) of the cost of premiums per month of the Alberta Health Care Insurance Plan for all teachers participating in the Alberta Health Care Insurance Plan.*

#### **7.2 Health Spending Account and Wellness Spending Account (HSA / WSA)**

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

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

#### **7.4 Group Health Benefit Plans, Carrier and Premiums**

*The following plans are available to teachers:*

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

*7.3.1 The School Division shall pay one hundred per cent (100%) of all premiums for all eligible teachers' benefits as per clause 7.3. The School Division shall pay a prorated percentage of benefit premiums for 7.3 (a), (e), and (f) for part-time teachers as applicable.*

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

#### **7.6 Payroll Deductions for Savings**

7.6.1 Effective December 1, 2023, the Employer shall make available payroll deduction program for the ATA Group voluntary Registered Retirement Savings Plan (RRSP) in accordance with payroll practice.

### **8. CONDITIONS OF PRACTICE**

#### **8.1 Teacher Instructional and Assignable Time**

8.1.1 *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year commencing the 2017–2018 school year.*

8.1.1 *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022–2023 school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per school year.*

## **8.2 Assignable Time Definition**

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

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

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

### **8.3 Duty Free Lunch**

*The School Division will provide each teacher assigned work for five (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

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

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

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

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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

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

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

### **9.2 Professional Development Fund**

*Effective August 23, 2023*

9.2.1 The School Division shall create and fund a Professional Learning Account for each teacher on contract by October 15 of each year.

9.2.2 Annual allocation shall be provided for each teacher in the sum of four hundred dollars (\$400), prorated to FTE and shall follow the teacher's assignment.

9.2.3 Annual allocations may be accumulated to a maximum of three (3) years and / or one thousand two hundred dollars (\$1,200).

9.2.4 The Division will pay substitute costs associated with the teacher's attendance at conferences, workshops and curriculum committees; and teachers with administrative designations will not be limited to the five-day maximum out-of-class time related to professional development activities for the school year. Principals are limited to a maximum of two conferences and/or workshops during a school year, one of which could be out-of-province.



- 9.2.5 Approval for Professional Development attendance shall not be unreasonably denied.
- 9.2.6 The principal and/or teacher agrees to report on the learnings from the professional development to their school and for principals at a meeting of the division principals.

### **9.3 Sabbatical Leave**

*The School Division 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 School Division recognizes that from time to time a teacher will be unable to perform regular duties as a result of accident, illness or disability. The School Division 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 School Division, sick leave shall accumulate at a rate of one (1) day for every nine (9) days worked to a maximum of twenty (20) working days. This sick leave may be applied retroactively, once earned, at any time during the school year. After one (1) year of service: sixty (60) working days.*

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

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

*Less than one year (1) of service: Nil*

*After one (1) 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 teacher to keep the School Division informed of the teacher's status while away from work due to illness. Each teacher accessing sick leave will inform the Division's Human Resources department of their intended return to work. The teacher's return to work will be coordinated by the Human Resources department. Return to work shall be governed by article 10.6 and School Division policies and procedures.*

- 10.5 *On the termination of employment of a teacher, all sick leave entitlements with the School Division shall be canceled.*

- 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 School Division shall be at the School Division's expense. The School Division reserves the right to require a medical examination by a doctor selected by the School Division and at the School Division's expense.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

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

## **11.3 Salary Payment and Benefit Premium**

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

## **11.4 Benefits—Prepayment or Repayment of Premiums during Unpaid Portion of Leave**

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

### **12.1 Personal Reasons**

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

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

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

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

*Medical statement certifying serious nature of illness may be required.*

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

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

*a) in town: not more than five (5) working days*

*b) out of town: not more than five (5) working days and up to two (2) working days for travel if necessary*

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

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

*a) Paternity Leave / Birth of a teacher's child when the teacher is the non-birth parent.*

*b) Legal Adoption of child.*

12.1.5 *Impassable roads, incremental weather*

*a) For closure of public roads within the boundaries of the School Division for closure of Highways 63 and 881 leading to Fort McMurray or for closure of the Fort McMurray Airport which, despite reasonable efforts, prevents the attendance of the teacher at their own school.*

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

12.1.6 *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 School Division 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 teacher.*

## **12.2 Personal Leave**

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

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

*Effective until August 31, 2022*

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

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

*Effective September 1, 2022*

- 13.1 *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.4 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.5 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

14.1 *The superintendent or designate may approve leave with full pay:*

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

14.2 For any teacher appointed by Alberta Education to mark diploma examinations.

### **14.3 Family Medical**

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

14.4 Up to one (1) day to complete university or other post-secondary examinations required for the teacher's professional qualifications as connected to the Teaching Quality Standards and the teacher's professional growth plan. Two (2) days with pay for travel will be provided if necessary. This provision may be accessed no more than once per year.

## **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in the 2018-2020 Collective Agreement apply until date of ratification of local agreements.*

15.1 *This procedure applies to differences:*

15.1.1 *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*

15.1.2 *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

15.2 *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*



- 15.3 *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4 *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*
- 15.4.1 *the name(s) of the parties aggrieved,*
- 15.4.2 *a statement of facts giving rise to the grievance,*
- 15.4.3 *the article(s) of the agreement that are alleged to have been violated, and,*
- 15.4.4 *the remedy or correction being sought.*
- 15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1 *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forgo a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7 *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8 *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9 *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10 *Only the School Division and / or the Association may convey a grievance to arbitration.*

15.11 *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*

15.12 *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavor to select an independent Chair.*

15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*

15.13 *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

15.14 *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

15.15 *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*

15.15.1 *the School Division and the Association; and,*

15.15.2 *teachers covered by the Collective Agreement who are affected by the award.*

#### **15.16 TEBA Involvement in Grievance Proceedings**

15.16.1 *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*

15.16.2 *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*

15.16.2.1 *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*

15.16.2.2 *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*

15.16.2.3 *Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

15.16.3 *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

15.16.4 *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*

### **15.17 Optional Mediation Process**

15.17.1 *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*

15.17.2 *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

15.17.3 *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.*

15.17.4 *In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.*

### **15.18 Administration**

15.18.1 *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

15.18.2 *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

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

15.18.3 *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

## **16. EMPLOYMENT**

### **16.1 Salary Payment**

16.1.1 *Save and except Substitute Teachers / Teachers on Call and temporary teachers, each teacher shall be paid:*

- a) *One-twelfth (1/12) of their annual rate of salary on the morning of the last teaching Thursday of each month from September to May inclusive;*
- b) *Two-twelfths (2/12) of their annual rate of salary on the last teaching Thursday of June;*
- c) *One-twelfth (1/12) of their annual rate of salary on the last Thursday of August.*

16.1.2 *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 School Division's direct cheque deposit system. Teachers who use other financial institutions may experience delays in receiving payment.*

*All teaching staff will participate in the direct deposit system.*

16.1.3 *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.*

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

### **16.2 Notice of Intent**

16.2.1 *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 School Division no later than March 31.*

16.2.2 *A teacher intending to retire or resign at the end of the school year shall make a reasonable effort to notify the School Division no later than March 31.*

16.2.3 *A teacher intending to return from an extended leave in the coming school year shall make a reasonable effort to notify the School Division no later than March 31.*

### **16.3 Subrogation**

- 16.3.1 If a teacher receives sick leave benefits because they have been injured through the fault of another party, the School Division has subrogation rights. This means the teacher may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of their claim, they may be obliged to reimburse the School Division for any benefits which have been paid or will be paid to the teacher.

### **16.4 General**

- 16.4.1 Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Agreement.
- 16.4.2 All previous agreements, schedule and regulations between or affecting the parties are hereby canceled.
- 16.4.3 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 School Division and the Fort McMurray Bargaining Unit.
- 16.4.4 The School Division shall make available to each teacher of the Fort McMurray Bargaining Unit a copy of the Collective Agreement as soon as possible following its signing. The School Division and the Local Association shall share equally the cost of production of the signed collective agreement to a maximum cost of \$500.00.

### **16.5 Right to Appeal Unreasonable Assignment**

- 16.5.1 Teachers will have access to a process to protest the assignment of duties for which the teacher is not qualified or conditions which make it difficult to render professional service.

IN WITNESS WHEREOF the parties have executed this Agreement by the proper officers on their behalf this 27th day of June 2023.

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

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

## **LETTERS OF UNDERSTANDING—CENTRAL**

### **LETTER OF UNDERSTANDING #1: ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING**

#### **1. Scope**

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

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

#### **2. Structure**

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

#### **3. Process**

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

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

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

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, The Alberta Teachers' Association (Association) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

**AND WHEREAS** as a product of this central bargaining, the parties developed an alternative grievance procedure to replace Articles 15 and 16 of current agreements. The new grievance procedure article remains subject to the conclusion and ratification of an agreement with respect to central terms;

**AND WHEREAS** the parties continue to engage in central bargaining, the parties have agreed to implement the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

**AND WHEREAS** the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

**AND WHEREAS** the parties agree on the terms and conditions contained herein;

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **EFFECTIVE DATES**

This Letter of Understanding shall take effect for all grievances filed on or after February 1, 2022. This LOU shall expire upon successful ratification of a Memorandum of Agreement with respect to central terms.

Should a Memorandum of Agreement with respect to central terms not be successfully ratified, the parties will meet within thirty (30) calendar days of the unsuccessful ratification vote to either extend or terminate this LOU.

If this LOU is terminated, the parties agree to move grievances filed under the interim procedure back to the appropriate central or local grievance procedure and to their respective steps in those procedures.

##### **TRANSITION OF EXISTING GRIEVANCES**

1. For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
  - a) If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.



- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

**INTERIM GRIEVANCE PROCEDURE**

- 15.1 *This procedure applies to differences:*
  - 15.1.1 *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2 *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2 *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3 *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4 *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*
  - 15.4.1 *the name(s) of the parties aggrieved,*
  - 15.4.2 *a statement of facts giving rise to the grievance,*
  - 15.4.3 *the article(s) of the agreement that are alleged to have been violated, and,*
  - 15.4.4 *the remedy or correction being sought.*
- 15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the*

*Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

- 15.5.1 When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1 The party initiating a grievance may, at its sole discretion, provide notice of its intent to forgo a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7 The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8 The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9 If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10 Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11 The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12 By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavor to select an independent Chair.*
- 15.12.1 If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

- 15.14 *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15 *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1 *the School Division and the Association; and,*
- 15.15.2 *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16 *TEBA Involvement in Grievance Proceedings*
- 15.16.1 *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2 *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1 *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2 *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3 *Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3 *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4 *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*
- 15.17 *Optional Mediation Process*
- 15.17.1 *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10)*

*operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*

*15.17.2 The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

*15.17.3 The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.*

*15.17.4 In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.*

#### **15.18 Administration**

*15.18.1 All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

*15.18.2 In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

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

*15.18.4 At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3**

**BILL 85 (EDUCATION STATUTES (STUDENTS FIRST) AMENDMENT ACT, 2021)**

**WHEREAS** *Bill 85 has been passed by the legislature but is not yet fully proclaimed; and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed and associated Regulations are implemented;*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*The School Division shall reimburse the teacher for the costs of complying with any requirement to provide a criminal record check and vulnerable sector check as part of their ongoing employment.*

**LETTER OF UNDERSTANDING # 4**

**BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)**

**WHEREAS** Bill 32 has been passed by the legislature but is not yet fully proclaimed;

**AND WHEREAS** school divisions and the Association may be subject to new obligations if and when the Act is fully proclaimed and associated Regulations are implemented;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*School Divisions shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the School Division to obtain the teacher's election, if and as required by regulations supporting Bill 32. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the School Division.*

*This Letter of Understanding is subject to amendment by mutual agreement of the parties.*

**LETTER OF UNDERSTANDING #5**

**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE) AMENDMENT ACT,  
2022)**

**WHEREAS** *Bill 15 has been introduced in the legislature but has not yet been enacted or proclaimed;  
and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully  
proclaimed and associated Regulations are implemented;*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this agreement, if the proclamation of the above noted legislation results in additional  
costs for teachers or School Divisions, TEBA and the Association shall meet within 60 days to discuss  
the appropriate apportionment of costs.*

## **LETTER OF UNDERSTANDING #6**

### **EXPEDITED ARBITRATION (12 MONTH-PILOT)**

- 1. The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the arbitrator, hearings will take no longer than a single day and require an agreed upon Statement of Facts.*
- 2. As an alternative to the arbitration process set out in Article 15, two days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this Article. No more than two cases shall be heard on any single day, with a maximum of four cases over the course of two days.*
- 3. The Association, TEBA, and School Divisions with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be canceled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
- 4. There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in Clause 3, and / or mutually agreeing to book alternative dates to those in Clause 2 where the hearing can be facilitated sooner.*
- 5. The Parties to the grievance shall cover their own costs of the hearing and equally share the cost of the arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the arbitrator.*
- 6. To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or a School Division will be used as the venues for the Hearings where possible.*
- 7. The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
- 8. Arbitration decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
- 9. Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*



*“This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”*

10. *This letter of understanding shall come into effect on the date of ratification of central terms unless otherwise agreed and expire following twelve (12) months from the effective date. The Association and TEBA will meet prior to the expiry of this letter of understanding to assess the effectiveness of the Expedited Arbitration process herein, at which time they may mutually decide to extend, amend, or allow the letter of understanding to expire.*

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

*TEBA, the Association, and School Divisions acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this agreement shall be administered in accordance with such law.*

*The Association and School Divisions acknowledge a shared responsibility for the duty to accommodate teachers up to a point of undue hardship. The Association and School Divisions also acknowledge the importance of working together to ensure teachers are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness.*

*TEBA and the Association agree to work with benefit carriers during the life of the agreement to better understand the situation and develop proposals to address structural barriers to accommodation embedded in the design of Extended Disability Benefits and existing sick leave language in collective agreements.*

## **LETTER OF UNDERSTANDING #8**

### **DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

**WHEREAS** TEBA and the Association agree that distributed education is increasingly important to the education system,

**AND WHEREAS** distributed education systems across the province continue to be different in design, structure, focus and operation;

**AND WHEREAS** TEBA and the Association agree that it is important for the school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

#### **NOW THEREFORE THE PARTIES AGREE THAT:**

1. *School Divisions and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:*
  - a) *The number of students, credits, courses or subject areas a teacher may be assigned;*
  - b) *The amount of course design and development expected of a teacher;*
  - c) *Class composition and complexity in the distributed education environment;*
  - d) *The amount of non-instructional time that may be assigned to distributed education teachers;*
  - e) *Appropriate processes and considerations when students do not complete the attempted course; and,*
  - f) *Processes and timing for enrolling students in courses or programs.*
2. *Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.*
3. *In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, an School Division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

*Association and TEBA agree that the following form will be used:*

- *to support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Alberta Teachers' Association (See Appendix A); and,*
- *to ensure the consistent application of clause 3.4.9 in the movement of teachers between School Divisions covered by the Public Education Collective Bargaining Act.*

*This form shall be completed and provided upon request by a teacher or the teacher's new / prospective School Division.*

**TEACHING EXPERIENCE FORM**

Date: \_\_\_\_\_

Issuing School Division: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number \_\_\_\_\_

***Teaching Experience***

Recognized Years of Experience: \_\_\_\_\_

Uncredited Experience:  
*(In days, in accordance with clause 3.4.4)* \_\_\_\_\_

***School Division Contact***

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

***APPENDIX A—Teaching Experience Provisions***

***3.4 Experience***

*Teachers shall:*

a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

b) *Not gain experience during vacation periods and leaves of absence without salary.*

3.4.1 *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*

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

- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous School Division.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10 *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

**LETTERS OF UNDERSTANDING—LOCAL**

**LETTER OF UNDERSTANDING #10—TRANSFERS**

In the 2023–24 School Year the Professional Forum will discuss and make input to a draft Admin Procedure on teacher transfers for the approval of the superintendent.

**LETTER OF UNDERSTANDING#11—PLACEMENT AND USE OF CALENDAR DAYS**

The Professional Forum will explore the creation of a Fall Break adjoined to Remembrance Day.

**LETTER OF UNDERSTANDING#12  
RIGHT TO APPEAL AN UNREASONABLE ASSIGNMENT**

In the 2023–24 School Year the Professional Forum will discuss and make input to a draft Administrative Assignment on the right to appeal an unreasonable assignment for the approval of the superintendent. This Letter will expire August 31, 2024.

**MEMORANDUM OF UNDERSTANDING  
FORT MCMURRAY ALLOWANCE**

Attached.

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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- 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.

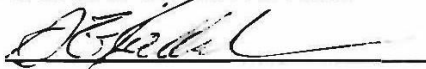


**Other**

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: G. Goulet, EPC Chair

Per: D. Walch, NSC Chair

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