

In the matter of collective bargaining

BETWEEN

**FORT MCMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 32**  
(hereinafter called “the Board”)

- And -

**The Alberta Teachers' Association**

A body incorporated under the laws of the Province of Alberta  
(hereinafter called “the Association”)

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

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

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

\* This Agreement is made under the *Alberta School Act and the Labour Relations Code*.

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

**1. RECOGNITION**

1.1 This Agreement applies to those employees of the Board who as a condition of employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively referred to as teachers, or, where the context requires, teacher.

1.2 \* Notwithstanding Clause 1.1, employees holding the following designation shall be excluded from this agreement:

- (a) The Superintendent
- (b) Deputy Superintendent
- (c) Associate and Assistant Superintendents
- (d) Directors

1.3 A.T.A. Membership  
Teachers employed by the Board shall be members of the Alberta Teachers' Association.

**2. TERM**

2.1 \* This Agreement takes effect on September 1, 2012 and terminates on August 31, 2016.

2.2 Either party may give to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new agreement, or by mutual consent these timelines may be waived.

2.3 If no notice is given, the agreement shall continue in full force and effect from year to year following.

**3. SALARY SCHEDULE**

3.1 The Board shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

3.2 The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board. One month's salary shall be considered to be 1/12<sup>th</sup> of the annual salary rate. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.

**3.2.1 Deferred Salary Leave Plan**

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

**3.3.1 \* Salary Grids:**

The teacher compensation shall be adjusted by percentages as follows:

2012-13	0%
2013-14	0%
2014-15	0%
2015-16	2%

<b>1 September, 2012</b>			
<b>Years of Teaching Experience</b>	<b>Years of University</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
0	\$ 61,090	\$ 64,432	\$ 68,212
1	\$ 64,419	\$ 67,763	\$ 71,541
2	\$ 67,749	\$ 71,092	\$ 74,873
3	\$ 71,081	\$ 74,424	\$ 78,203
4	\$ 74,408	\$ 77,755	\$ 81,534
5	\$ 77,742	\$ 81,085	\$ 84,866
6	\$ 81,071	\$ 84,416	\$ 88,197
7	\$ 84,401	\$ 87,747	\$ 91,524
8	\$ 87,732	\$ 91,077	\$ 94,855
9	\$ 91,063	\$ 94,409	\$ 98,186
10	\$ 95,084	\$ 98,418	\$ 102,246

1 September, 2015			
Years of Teaching Experience	Years of University		
	4	5	6
0	\$ 62,312	\$ 65,721	\$ 69,576
1	\$ 65,707	\$ 69,118	\$ 72,972
2	\$ 69,104	\$ 72,514	\$ 76,370
3	\$ 72,503	\$ 75,912	\$ 79,767
4	\$ 75,896	\$ 79,310	\$ 83,165
5	\$ 79,297	\$ 82,707	\$ 86,563
6	\$ 82,692	\$ 86,104	\$ 89,961
7	\$ 86,089	\$ 89,502	\$ 93,354
8	\$ 89,487	\$ 92,899	\$ 96,752
9	\$ 92,884	\$ 96,297	\$ 100,150
10	\$ 96,986	\$ 100,386	\$ 104,291

**3.3.2 \*** A one-time lump sum payment of 1% of the annual salary as set out in the collective agreement in effect as of November 15, 2015 will be paid to all teachers on contract as of that date and paid no later than the end of December 2015.

**3.3.3 \*** The salary grids and allowances shall be increased by 2% effective September 1, 2015. For the purpose of clarity, this includes the following allowances:

- a. Fort McMurray Living and Northern Travel Allowance (Art 3.5)
- b. Employment Duty Allowance (Art 4.2)
- c. Substitute Pay (Art 6.2)
- d. Hourly Contract Work rate of pay (Art 6.6)

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

- Clause 4.2 - Employment Duty Allowance
- Clause 11.1 - Extended Health Care Plan
- Clause 11.2 - Alberta Health Care Insurance Plan
- Clause 11.3 - Life, Accidental Death and Dismemberment
- Clause 11.4 - Long Term Disability
- Clause 11.6 - Dental Care plan
- Clause 11.7 - Vision Care

**3.5 \* Fort McMurray Living and Northern Travel Allowance**

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

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

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

The NTA annual amount is as follows:

1 September 2012:	\$ 4,297
1 September 2015:	\$ 4,383

#### **4. ADDITIONAL ALLOWANCES**

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

##### 4.1.2. Principals and Vice-Principals Administration Allowances

###### 4.1.2.1 For Existing Schools

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

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

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

###### 4.1.2.2 Administrative Assignments

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

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

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

Year III: Per Collective Agreement (Actual)

###### 4.1.3 Vice Principals

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

###### 4.1.4 Acting Principal

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

###### 4.1.5 Department Head and Classroom Support Teacher (CST)

Department Head and Classroom Support Teachers may be appointed by the Board upon the recommendation of the Superintendent of Schools. Such appointment shall be for a two year term.

Each shall be paid an allowance equal to seven (7) percent of the fifth year maximum grid position.

**4.1.6 Coordinators**

Coordinators may be appointed by the Board upon the recommendation of the administration. Each co-ordinator shall be paid an allowance equal to fifteen (15) percent of the fifth year maximum grid position.

**4.1.7\* Consultants and Instructional Curriculum Coaches**

Consultants and Instructional Curriculum Coaches may be appointed by the Board upon the recommendation of the Superintendent of Schools. Each consultant and instructional curriculum coach shall be paid an allowance equal to ten (10) percent of the fifth year maximum grid position.

**4.2 \* Employment Duty Allowance**

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

	<u>Travel</u>	<u>Subsistence</u>	<u>Total</u>
1 September 2012	\$ 308	\$ 552	\$ 860
1 September 2015	\$ 314	\$ 563	\$ 877

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

4.3 When non-administrative teaching staff are requested by the Superintendent or his designate and agree to work during the summer vacation, they shall be paid 1/200 of their last grid salary per day or be given equivalent time off as agreed by the teacher. Teachers may also agree to project contracts for remuneration.

**5. APPLICATION OF SALARY SCHEDULE**

**5.1 Recognition of Teaching Experience**

Notwithstanding Clause 4.3, allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.

5.1.1 For purposes of this section, before an allowance is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the jurisdiction of a provincial, state or national Department of Education. This proof shall be in a form of a letter from the Secretary-Treasurer, Superintendent or Board of Education. Should the required proof not be possible within ninety (90) calendar days, a notarized statement from a teacher may be acceptable as an interim measure. In the event that the teacher leaves the employment of the Board prior to verification of experience, the Board may withhold salary payment equal to the difference between actual verified experience and salary paid based on notarized statement.

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

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

Days of service shall be counted as follows:

- a. Any substitute teaching days with the Fort McMurray Catholic Board of Education. Such days shall be counted as the equivalent to one (1) day of contract teaching.
- b. A teacher may combine days taught on contract and equivalent substitute days to acquire the one hundred and twenty (120) FTE days required to earn an increment.

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

## 5.2 Evaluation of Teacher Education

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

5.2.2 \* Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school year, on 1<sup>st</sup> February or on commencement of employment.

*(The new method of calculating teaching experience (5.1.2 & 5.2.2 will commence on 1<sup>st</sup> February, 2014 with no retroactivity for service prior to 1 July, 2013.)*

5.2.3 \* Each teacher claiming additional teacher education and each teacher commencing employment with the Board, shall supply satisfactory evidence of teacher education to the Board within ninety (90) calendar days from commencement of employment or from the first day of the school year or proof of having applied for same after the first day of the school year.

The onus of proof of further education lies with the teacher by means of the Teacher Qualifications Service (TQS). If required proof is not received at the expiry of this period, then the teacher's salary reverts to the lowest position on the grid or previously approved evaluation and subject to Clause 5.1.2.

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

## 6. SUBSTITUTE PAY AND HOURLY CONTRACT WORK

6.1 Substitute Teacher means a teacher employed on a day-to-day basis.

6.2 \* Rates of pay for substitute teachers regardless of grades taught shall be:

	<u>Per Diem</u>	<u>per half-day</u>
1 September 2012:	\$ 221	\$ 124
1 September 2015:	\$ 225	\$ 126

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

6.3 A substitute teacher, after teaching five (5) consecutive days for the same teacher shall be paid as a temporary teacher for the additional consecutive days taught for that same teacher or substitute teacher, whichever is greater, according to his or her qualifications. Submission of years of teaching experience and certification shall apply to the same ruling as permanent teachers in Clauses 5.1.2 and 5.2.3.

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

#### 6.5 **Professional Development Day – Sub Teacher**

A substitute teacher who has rendered service to the Board for a minimum of 25 FTE days before January 31 of a school year may participate in a District Professional Development Day held before the end of the same school year and shall be paid for attending such day at the rate of pay as per clause 6.2.

#### 6.6 \* **Hourly Contract Work**

A teacher covered by this collective agreement employed on an hourly basis to provide instruction in credit courses at the Board's evening or summer school shall be paid on an hourly basis.

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

	<u>Rate of pay per hour of instruction</u>
1 September 2012:	\$ 63
1 September 2015:	\$ 64

### 7. **SALARY PAYMENT**

7.1 Save and except substitute teachers, each teacher shall be paid one-twelfth of the teacher's annual rate of salary on the morning of the last Thursday of each month.

7.2 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.

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

### 8. **SABBATICAL LEAVE**

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

- 8.1.1 For work experience, travel or university study, all leading to the professional development of the teacher.
- 8.1.2 No more than 4% of the teaching staff in any school year will be granted sabbatical leave.
- 8.1.3 Teachers may apply for sabbatical leave after four (4) consecutive years of service with the Board. The Board however, reserves the right to grant leave with pay for professional improvement to a teacher regardless of years of service with the Board.
- 8.1.4 The teacher shall guarantee to serve the Board for a minimum of two years following the completion of sabbatical leave or at a time to be mutually agreed.
- 8.1.5 Salary for a teacher granted sabbatical leave shall be 75% of fourth (4) year minimum or position on the grid, whichever is greater, excepting sabbatical leave for purposes other than university study which shall be up to 75%. Salary shall not include administration or other special allowances.
- 8.1.6 Written application for sabbatical leave must be in the hands of the Board no later than 1<sup>st</sup> December of the year prior to which the leave is to commence.
- 8.1.7 Sabbatical leave shall not be credited as teaching experience in the computation of salary.
- 8.1.8 Health benefits under the terms of this agreement (Clause 11) shall continue in effect for purposes of sabbatical leave.

## **9. LEAVES OF ABSENCE**

### **9.1 Personal Reasons**

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

### **9.2 \* With Full Pay**

- (i) For the critical illness of husband or wife, son or daughter, brother or sister, parent, grandchild, or grandparents, of the teacher or of the teacher's spouse:
  - (a) in town: not more than three (3) working days.
  - (b) out of town: not more than five (5) working days.

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

For the funeral of any of the above:

- (a) in town: not more than three (3) working days.
- (b) out of town: not more than five (5) working days.

For combined critical illness and death:

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



- (b) out of town: not more than ten (10) working days.
- (ii) The Board will consider, upon request, leave in addition to (i) when special circumstances prevail.
- (iii) Leave of two (2) days for:
  - (a) Paternity leave within five (5) days of the birth of a child or the child's release from the hospital, or
  - (b) Adoption

Three (3) additional days will be provided for travel if the birth of the child occurs out of town for medical necessity or if the adoption occurs out of town.
- (iv) (a) For the closure of public roads within the boundaries of the school jurisdiction including Fort McMurray airport which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.
- (b) For the closure of Highways leading directly to Fort McMurray and for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.
- (v) For bargaining sessions with the Board if it is agreed to bargain during school hours provided that full reimbursement of the substitute teacher salary is recoverable from the Alberta Teachers' Association.

**9.2.1 \* The Board may approve leave with full pay:**

- (i) To attend conferences, conventions or other meetings,
- (ii) To visit other schools,
- (iii) To attend meetings of committees of boards of the Department of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which he/she is a member.
- (iv) For one working day to attend son's, daughter's, spouse's or own post-secondary Convocation, or High School Graduation.
- (v) For business connected with the school system.
- (vi) To travel beyond the limits of the community with a spouse or child who is referred to a medical doctor, dentist, or other accredited medical practitioner for health care. Verification of referral may be requested by Superintendent or designate.
- (vii) A maximum of three (3) days per school year to attend to the medical needs of a child or spouse.

**9.2.2 Leave of absence without loss of salary shall be granted:**

- (i) For Jury duty or any summons related thereto;

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

### **9.2.3 \* President Release Time**

The president of the A.T.A. local shall have access to up to .25 FTE release time per school year. The operational requirements of the school shall be considered in granting such release time. The leave shall be with pay and benefits provided the Association reimburses the Board for the full cost of the FTE including benefits. The Superintendent may grant additional leave upon request. It is understood that the release time for the following school year will be agreed upon before the last day of May unless exceptional circumstances exist.

### **9.3 With Loss of Substitute Pay, whether a substitute is required or not**

A teacher may apply for and may be granted leave of absence for the following reasons:

#### **9.3.1 ATA Leave**

For elected members to attend meetings of the Provincial Executive Council of the Alberta Teachers' Association, or any committee thereof, or attend meetings as representatives of that Association.

9.3.2 For conferences, conventions, and other meetings not approved under 9.2.1(i).

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

### **9.4 Maternity and Parental Leave**

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

#### Maternity Leave:

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

- a. Supplementary Employment Benefits (SEB) will be paid for the health related portion of the maternity leave for a period up to fifteen weeks (including the EI waiting period) following the start of the leave provided the teacher is otherwise eligible to receive sick leave benefits and to a maximum number of days equal to the teacher's sick leave entitlement.

- b. Continuation of SEB beyond six weeks following the date of birth shall require a medical certificate.
- c. The benefit level paid by the SEB plan to eligible teachers shall be an amount which, when combined with maternity benefits paid under EI, equals 95% of the teacher's regular weekly earnings.
- d. An eligible teacher must apply for and be in receipt of EI benefits except for the mandatory EI waiting period. It is understood that a teacher who does not qualify for EI benefits would still be entitled to the provisions of the SEB plan.
- e. A teacher on a probationary or temporary contract shall be eligible for maternity leave during the term of the teacher's contract subject to the availability of sick leave entitlement.
- f. For the duration of the Maternity Leave, the Board shall continue to pay the Board's portion of the teacher's benefit plan premiums as per article 11.

9.4.2 A teacher is entitled to parental leave for a period of up to 37 weeks following the birth of a child or in the case of adoption, the placement of the child, provided the leave is utilized within 52 weeks of the birth or adoption as applicable.

**9.4.3 \*** When possible, written notice should be forwarded to the Superintendent or designate three (3) months prior to the expected date of delivery. Written notice must be forwarded to the Superintendent or designate at least six (6) weeks prior to the expected delivery.

9.4.4 Written notice of intent to return to work shall be provided to the superintendent or designate at least four weeks prior to the date on which the teacher intends to return to work.

9.4.5 Following the leave, a teacher shall be returned to the position occupied at the commencement of the leave or to a mutually agreed upon position. Should the position occupied at the commencement of the leave no longer exist and upon failing to reach a mutually agreed upon alternate position, the teacher shall be provided with a position that most nearly equates with the position occupied at the commencement of the leave.

**9.4.6 \***The Employee will be notified at least three (3) weeks before the end of the Maternity Leave with the option to continue their existing benefit coverage during the entire period of the parental leave with 100% of the premiums paid by the employee.

Failure to respond and provide an acceptable pre-authorized automatic monthly payment method prior to the expiration of the Maternity Leave will cause the coverage to lapse without any possibility of reinstatement during the full period of the leave.

Teacher shall ensure the District has their most current contact information during the leave period.

## **9.5 Personal Leave**

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

9.5.2 A teacher may apply for one (1) day leave per school year with loss of substitute pay, whether a substitute is required or not, for personal leave as per clause 9.5.1.

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

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

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

## **10. CUMULATIVE SICK LEAVE**

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

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

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

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

- a. Less than one year of service - Nil
- b. After one year of service - 90 calendar days

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

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

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

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

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

## **11. GROUP HEALTH AND INSURANCE PLANS**

- 11.1 The Board will contribute 100% of the monthly premium costs for all eligible teachers participating in the Extended Health Care (EHC) Plan. The plan will provide benefits equivalent to those provided under ASEBP EHC Plan 1. Effective September 1, 2005, the plan will include a direct billing option, a maximum dispensing fee and will be based on a least cost alternative (LCA) pricing.
- 11.2 The Board will contribute 100% of the costs per month of the Alberta Health Care Insurance Plan for all teachers participating in the Alberta Health Care Insurance Plan.
- 11.3 The Board will contribute 100% of the costs per month of the life, accidental death and dismemberment portion of the Alberta School Employee Benefits Plan Life and AD&D Plan 2 or equivalent plan.
- 11.4 The Board will contribute 100% of the costs per month of the extended disability portion of the Alberta School Employee Benefits Plan Extended Disability Plan D or equivalent plan.
- 11.5 For teachers hired effective September 1, 1970 and thereafter, membership in the ASEBP Life and Extended Disability Insurance Plan or equivalent plan shall be a condition of service.
- 11.6 The Board will contribute 100% of the monthly premium costs for all eligible teachers participating in the Dental Plan. Effective September 1, 2005, the plan will provide benefits equivalent to those provided under the ASEBP Dental Care Plan 3. Reimbursement of eligible dental costs will be made in accordance with the Blue Cross Usual and Customary Dental Fees Schedule or equivalent.
- 11.7 The Board will contribute 100% of the premium costs per month for Vision Care Plan. Effective September 1, 2005, the plan will provide benefits equivalent to those provided under the ASEBP Vision Plan 3.
- 11.8 The agreed to sharing of premium costs of insurance benefits provided herein includes rebates made to the employer under Employment Insurance Regulations; no further adjustment is intended to be passed on to employees entitled to the benefits as provided, unless otherwise stated.
- 11.9 A teacher who is working on a temporary contract which terminates at the end of a school year, and who is advised by the Board that he/she shall be re-employed at the commencement of the next school year, shall be eligible to continue participation in the benefits under this Article during the summer months.
- 11.10\*** The Board will establish for each eligible teacher a Health Spending Account of \$875.00 annually for the use of the teacher, his/her spouse and dependents, which adheres to the Canada Revenue Agency and Income Tax Act requirements. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance, subject to the applicable run off provisions.

Effective September 1, 2015, on date of hire or before 15<sup>th</sup> August of each year, eligible teachers may choose to direct the next school year's annual amount to the ATA Group RRSP from Capital Estate Planning. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA.

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

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

11.11 Coverage for eligible part-time employees will be provided on a pro-rated basis.

## **12. GRIEVANCE PROCEDURE**

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

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

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

12.1.2 Step "B" - In the event the decision of the respondent fails to resolve the grievance, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 20 days after the date of receipt of the respondent's written decision.

12.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavour to select an independent chairperson.

12.3 If the two members fail to select a chairperson within ten days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services - Alberta Human Resources and Employment, to select a chairperson.

12.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

- 12.5 The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 12.6 The findings and decisions of the arbitration board shall be binding on the parties.
- 12.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 12.8 Reference to days in this clause shall be exclusive to instructional days.
- 12.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.

### **13. COMMUNICATION BETWEEN THE PARTIES**

- 13.1 The parties hereto recognize that there are in existence appropriate channels for the purpose of communicating the views of teachers on matters of school affairs through the Superintendent of Schools to the Board.

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

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

#### **13.2 Composition**

The Liaison committee shall include the following members:

- a. Chairman or designate of E.P.C. and one other designated Fort McMurray RCSSD No.32 teacher representative, and
- b. Superintendent of Schools and one other supervisory representative.

#### **13.3 \* Meetings**

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

### **14. GENERAL CLAUSES**

- 14.1 Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Agreement.
- 14.2 All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.
- 14.3 This agreement shall ensure to the benefit of all and shall be binding upon the parties and their successors.
- 14.4 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 unanimous consent of the Board and the Association.
- 14.5 The Board shall make available to each teacher of the ATA Local 48 who are teachers of the Fort McMurray RCSSD # 32 a copy of the Collective Agreement as soon as possible following its ratification. The Board shall post a copy of the collective agreement on the District's website within 30 calendar days after the signing of the agreement by the ATA coordinator of teacher welfare.

**14.6 \* Notice of vacancy**

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

**14.6.1\***Notwithstanding 14.6 for a period not exceeding 5 operational days within the first 10 operational days of June teachers on continuing contracts within the school will be provided the opportunity to request a reassignment to positions that are expected to be vacant in that school for the next school year. At the discretion of the Principal, existing staff will be re-assigned within the school. Once such reassignment has taken place, vacant positions will be posted.

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

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

- 14.7 In the event that a teacher with a part-time continuing contract with the district is to have his/her assignment reduced below 0.5 FTE:
  - a. The teacher shall be offered another assignment not below 0.5 FTE within the district, or
  - b. The teacher may accept the reduced assignment, and such acceptance shall be in writing.

**14.8 \* Superintendent or Designate**

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

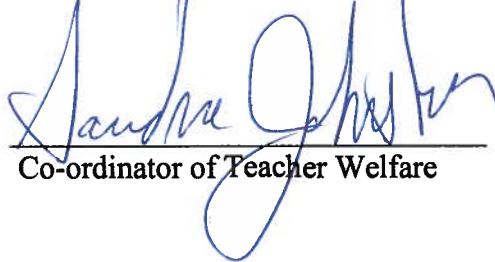
- 14.9 This Collective Agreement shall remain in effect until such time as a new agreement is reached.



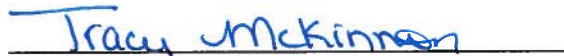
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IN WITNESS THEREOF the parties hereto execute this agreement by the proper officers on their behalf  
this 15<sup>th</sup> day of December 2014.

The Alberta Teachers' Association


Per   
Co-ordinator of Teacher Welfare

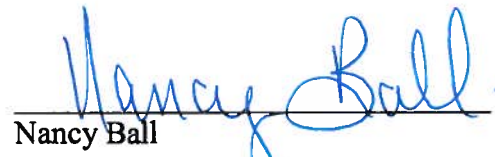
**On behalf of the Fort McMurray Roman Catholic  
Separate School District No. 32:**

  
Tracy McKinnon  
Chairperson

  
Francois Gagnon  
Secretary-Treasurer

**On behalf of the Alberta Teacher's  
Association:**

  
Shannon D'Orsay  
Chairperson, E.P.C.

  
Nancy Ball  
President ATA Local 48