

2012 - 2016

COLLECTIVE AGREEMENT

Between

ALBERTA TEACHERS' ASSOCIATION

and

FORT MCMURRAY SCHOOL DISTRICT NO. 2833

TABLE OF CONTENTS
2012-2016 ATA Collective Agreement

ARTICLE	SUBJECT	PAGE
1.0	Recognition	1
2.0	Term of Agreement	1
3.0	Salary Schedule	2
	• 3.3 Salary Grid	3
4.0	Additional Allowances	3
	• 4.1.1 Principals	4
	• 4.1.4 Vice-Principals	4
	• 4.1.6 Department Heads	5
	• 4.1.7 Supervisors	5
	• 4.1.8 Consultants and Coordinators	5
	• 4.2 Living and Travel Allowances	5
	• 4.3 Duty Expense Allowance	5
	• 4.4 Additional Days	5
	• 4.5 Summer School	5
	• 4.6 Night School / Weekend Classes	6
5.0	Application of Salary Schedule	6
	• 5.1 Recognition of Teaching Experience	6
	• 5.2 Evaluation of Teacher Education	7
	• 5.3 Senior HighCTS Teachers	8
6.0	Teacher On Call	8
7.0	Teachers on Probationary / Interim Contracts Teachers on Part Time Assignments	9
8.0	Salary Payment	10
9.0	Sabbatical Leave	10
10.0	Leaves of Absence	11
	• 10.2 (i) Compassion Leave	11
	• 10.2(H) To Attend Specified Funeral	12
	• 10.3 Leave with Cost of Teacher On Call To Be Paid By The Association	12
	• 10.4 Maternity Leave	13
	• 10.5 Parental Leave	14
11.0	Sick Leave	15
12.0	Health and Medical Care Benefits	16
13.0	Personal Leave	17
14.0	Grievance Procedure	18
15.0	Notice of Intent	20
16.0	Professional Forum	20
17.0-21.0	General Articles	20
Letter of Intent	Noon Hour Responsibilities	22

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

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

of the first part

-and-

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

of the second part

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

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

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

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 Alberta Learning, 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 designations shall be excluded from this Agreement:
 - a) Superintendent
 - b) Associate Superintendent
 - c) Assistant Superintendents
 - d) Director

2. TERM

- 2.1 This Agreement covers the period of September 1, 2012 to August 31, 2016. Unless otherwise specifically provided for in the Agreement, this Agreement

takes effect on the first of the month following the date of ratification by both parties until August 31, 2016.

- 2.2 Either party may give to the other not less than sixty (60) days nor more than one hundred fifty (150) days prior to the termination of the Agreement a notice in writing of its intention to commence collective bargaining with a view to striking a new Agreement.
- 2.3 If no notice is given, the Agreement shall continue in full force and effect for another year and be subject to clause 2.2.

3. SALARY SCHEDULE

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

3.2.1 Deferred Salary Leave Plan

The Board agrees to offer an approved Deferred Salary Leave Plan according to policy and procedures established jointly by Board and ATA representatives to be effective 1989 09 01.

- 3.3 EFFECTIVE SEPTEMBER 1, 2012, SEPTEMBER 1, 2013 AND SEPTEMBER 1, 2014:
0% INCREASE

A.

	<i>One</i>	<i>Two</i>	<i>Three</i>	<i>Four</i>	<i>Five</i>	<i>Six</i>
<i>0</i>		53,328	55,359	61,928	64,793	68,164
<i>1</i>		53,328	57,395	65,150	68,069	71,483
<i>2</i>		53,328	59,424	68,376	71,346	74,806
<i>3</i>		53,328	61,458	71,595	74,624	78,125
<i>4</i>		55,129	63,489	74,816	77,907	81,446
<i>5</i>		56,927	65,520	78,039	81,185	84,768
<i>6</i>		58,730	67,552	81,258	84,460	88,089
<i>7</i>		60,527	69,583	84,483	87,740	91,410
<i>8</i>		62,330	71,617	87,702	91,016	94,733
<i>9</i>		64,124	73,645	90,926	94,295	98,052
<i>10</i>		64,124	73,645	94,146	97,574	101,372

EFFECTIVE SEPTEMBER 1, 2015: 2% INCREASE

B.

STEP	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6
0	0	54395	56466	63167	66089	69527
1	0	54395	58543	66453	69430	72913
2	0	54395	60612	69744	72773	76302
3	0	54395	62687	73027	76116	79688
4	0	56232	64759	76312	79465	83075
5	0	58066	66830	79600	82809	86463
6	0	59905	68903	82883	86149	89851
7	0	61738	70975	86173	89495	93238
8	0	63577	73049	89456	92836	96628
9	0	65406	75118	92745	96181	100013
10	0	65406	75118	96029	99525	103399

3.3.1 Lump Sum

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

4. ADDITIONAL ALLOWANCES

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

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

<u>Number of Students</u>	<u>Allowance</u>
Under 301	24% of 4th yr. Max.
301-500	33% of 4th yr. Max.
501+	42% of 4th yr. Max.

Effective September 1, 2014 based on enrolment as of September 30 of the current year, principals shall be paid on administrative allowance according to the following schedule:

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

Principals and vice principals (associate principals) who do not receive an increase at the time of the implementation of this allowance scale shall be red-circled for the duration of their current assignments, at which time they would be provided their allowance as per the new allowance structure.

4.1.2 Administrative Transfers

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

Year 1 100 percent of previous administrative allowance or the new allowance, whichever is greater.

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

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

Year 4: As per the new position.

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

4.1.4 Vice-Principals [associate principals]
Shall be paid sixty percent (60%) of the principal's allowance.

4.1.5 Acting Principal
In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of four [4] consecutive teaching days, another administrator, supervisor or teacher may be selected by the Superintendent and shall assume the responsibility and be paid only the allowance of the administrative position he/she temporarily occupies commencing with the fifth [5th] day.

4.1.5.1 Teachers who are assigned to be Acting Administrators for periods less than five (5) consecutive days shall be paid sixty percent (60%) of the Principal's allowance. This allowance shall be applied in units of a half or a full day.

4.1.6 Department Heads may be appointed by the Board for terms of two years subject to annual review on the recommendation of the Superintendent. Each Department Head shall be paid an

allowance equal to seven (7) percent (7%) of the fourth (4th) year maximum grid position.

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

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

4.2 Living and Travel Allowances will be paid to each teacher employed full time by the Board as follows: \$4,297. Effective September 1, 2015 the new rate is \$4383. This allowance is per teacher per year. The allowance will be pro-rated for part-time teachers under contract.

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

- | | |
|----------------|---|
| a) Travel | \$368. Effective September 1, 2014 the new rate \$415 |
| b) Subsistence | \$492. Effective September 1, 2014 the new rate \$555 |

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

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

4.5 Summer School

4.5.1 A teacher who is employed to instruct credit courses at the Board's summer school shall be paid for hours of instruction and not according to the salary grid (clause 3.3).

4.5.2 The hourly rate of pay for summer school shall be \$63.25 per hour. The rate of pay is inclusive of general holiday and vacation pay. Effective September 1, 2015 the new rate is \$64.50.

- 4.5.3 The summer school Principal rate is a flat stipend of \$7587 and not according to the salary grid (clause 3.3) and allowances (clause 4.1.2). The rate of pay is inclusive of general holiday and vacation pay. Effective September 1, 2015 the new rate is \$7739.

4.6 Night School / Weekend Classes

- 4.6.1 A part-time teacher who accepts and is employed to instruct weekend classes or evening credit classes at the Board's night school will have their FTE increased up to 1.0 FTE and be paid according to the salary grid (clause 3.3).
- 4.6.2 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 \$63.24/hour. The rate of pay is inclusive of general holiday and vacation pay. Effective September 1, 2015 the new rate is \$64.50.
- 4.6.3 A full-time teacher who accepts and is employed to instruct weekend classes or credit courses at the board's night school will be paid for hours of instruction and not according to the salary grid (clause 3.3). The hourly rate of pay shall be \$63.24/hour. The rate of pay is inclusive of general holiday and vacation pay. Effective September 1, 2015 the new rate is \$64.50.

- 4.7 For Summer and Night School/Weekend assignments paid at the hourly rate, no other benefits, or leaves are applicable.

5. **APPLICATION OF SALARY SCHEDULE**

5.1 **Recognition of Teaching Experience**

- 5.1.1 Allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.
- 5.1.2 For purposes of this article, 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 the form of a letter from the Secretary-Treasurer, Superintendent or Education Board. If this statement is not available at the time of employment, 'proof' is deemed to be a registered letter from the teacher to the previous employer requesting the certified statement.

Until satisfactory proof of experience is received, the teacher shall be paid a salary applicable to the most recent acceptable proof submitted or the

minimum for the teacher's education qualifications. If, following the request for statement to the previous employer, it is not received within 90 calendar days from the date of the registered letter, the teacher shall be returned to the salary level which can be verified and appropriate payroll adjustments shall be made. Should the necessary proof be subsequently received the teacher's salary shall be adjusted in accordance with 5.1.3.

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

5.1.4 Days taught as a result of a temporary contract are eligible for the purposes of clause 5.1.3 commencing the first day of the assignment causing a temporary contract to be issued in accordance with section 101 of the School Act.

5.1.5 Days taught on a day to day basis in SD 2833 as a Teacher on Call as defined by section 100(1) of the School Act are eligible for purposes of clause 5.1.3.

5.2 Evaluation of Teacher Education

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

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 commencement of employment, or on February 1st.

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 the school year, commencement of

employment, or February 1st. The onus of proof of further education lies with the teacher by means of the Teacher Qualification Service. If required proof is not received at the expiry date of this period, then the teacher's salary reverts to the next lower position on the grid or previously approved evaluation and subject to clause 5.1.2. No adjustment shall be made after June 30 of the current school year.

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

5.3 Senior High CTS Teachers

5.3.1 Career and technology studies [CTS] teachers holding journeyman's certificate, or equivalent, as approved by the Board, in a non-designated trade will be placed at four [4] years education, '0' years experience, or higher, if his/her TQS evaluation allows.

5.3.2 The Board, at its discretion, may recognize, for teacher education purposes, a senior high CTS teacher's technical trade qualifications limited to one further year beyond the teacher's current Teacher's Qualifications Service evaluation.

5.3.3 Experience to be paid for the journeyman trade experience plus 1/3 of all previous industrial trade experience as defined above. In the event of a major fraction of years of experience, the calculations are to be taken to the next higher year.

5.3.4 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.

5.3.5 Advancement from one salary category to another shall be made in the same manner as for any regular teacher.

5.3.6 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 re-assignment is initiated by the Board.

6. Teacher on Call

6.1 A Teacher on Call means a teacher employed on a day to day basis.

6.2 The rate of pay for teachers on call regardless of grades taught shall be:

- \$214.81 day Effective September 1, 2015 the new rate is \$219.11
- \$111.71 per half day Effective September 1, 2015 the new rate is \$113.94

- These rates are inclusive of four percent (4%) vacation pay.

The total amount shall be paid bi-weekly to the Teacher on Call.

- 6.3 A Teacher on Call, after teaching four [4] consecutive days for the same teacher, for the purposes of salary, shall be paid for the additional consecutive work days taught according to his/her qualifications. Submission of years of teaching experience and certification shall be governed by articles 5.1.2 and 5.2.3.
- 6.4 Should a Teacher on Call become injured while in execution of his/her duties, the teacher, subject to the provision of a medical assessment, shall be paid the rate for teachers on call, per clause 6.2 or 6.3 as applicable, for a period not to exceed ten [10] working days.
- 6.5 Teacher on Call Attraction/Retention Incentive

The Fort McMurray Public School District No. 2833 and the Alberta Teachers' Association agree that for the term of this collective agreement, a Teacher on Call shall be paid an attraction/retention incentive of \$10.00 per day worked and \$5.00 per half day worked. It is understood that this provision will expire on August 31, 2016.

6.6 Teacher on Call

Teachers on Call shall be invited to one professional development or Institute day per school year, to a maximum of 50 eligible Teachers on Call per school year. Teachers on Call who attend the professional development day shall be paid the Teachers on Call rate as per clause 6.2. Eligible Teachers on Call are teachers not currently on contract but on the Teacher on Call roster who have taught at least five (5) days in that school year.

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

- 7.1 Teachers on probationary/interim contracts shall be notified by the Board thirty (30) days prior to the end of the current school year whether they will be offered a continuing contract, a probationary contract for an additional year, or if their contract will not be renewed.
- 7.2 a) Any teacher employed on a full-time (1.0 FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period, and notwithstanding section 103(2) of the School Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.
- b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to March 1 of the year in question, the

teacher and the Board agree to renew the part-time contract arrangement for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.

c) If the length of the part-time contract noted in (a) above is one year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment. Should that position no longer exist, the teacher shall be placed in a full-time position with the Board. Should the teacher continue in the part-time position for more than one year, that teacher shall be placed in a full-time teaching position with the Board upon the teacher's return to full-time service.

8. SALARY PAYMENT

8.1 Save and except Teachers on Call and temporary teachers, each teacher shall be paid:

8.1.1 One-twelfth of his/her annual rate of salary on the morning of the last teaching Thursday of each month from September to May inclusive;

8.1.2 Two-twelfths of his/her annual rate of salary on the last teaching Thursday of June;

8.1.3 One-twelfth of his/her annual rate of salary on the last Thursday of August.

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

All teaching staff will participate in the direct deposit system

8.2 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.

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

9. SABBATICAL LEAVE

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

10. LEAVES OF ABSENCE

10.1 Personal Reasons

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

10.2 With Full Pay

- (i) 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 in Alberta: not more than five [5] working days and up to two working days for travel if necessary
 - (c) out of town out of Alberta: not more than five (5) working days and up to four [4] working days for travel if necessary

Medical statement certifying serious nature of illness may be required.

- (ii) For the death of any persons referred to in clause 10.2 (i):
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 in Alberta: not more than five [5] working days and up to two [2] working days for travel if necessary
 - (c) out of town out of Alberta: not more than five working days and up to four [4] working days for travel if necessary
- (iii) The Superintendent will consider, upon request, leave in addition to (i) through (ii) where special circumstances prevail.
- (iv) 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
 - (b) Legal Adoption of child
- (v) (a) For closure of public roads within the boundaries of the school jurisdiction for closure of Highways 63 and 881 leading to Fort McMurray or for closure of the Fort McMurray Airport which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.

- (b) While away on District business [approved, assigned, or directed] for closure of Highway 63 and 881 leading to Fort McMurray and/or for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at his/her own school.
- (vi) (a) For jury duty or any summons related thereto,
- (b) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,
- (c) Provided that the teacher remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court provided that the action is not initiated by or on behalf of the employee.

10.2.1 The Superintendent or designate may approve leave with full pay:

- (i) To attend conferences, conventions or other meetings,
- (ii) To visit other schools,
- (iii) To attend meetings or committee meetings of Alberta Education, Senates of Colleges/Universities or meetings of municipal bodies of which he/she is a member,
- (iv) 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.
- (v) On business connected with the school system,
- (vi) For any teacher who is referred for health care or for that of his or her own spouse and children beyond the limits of the community,
- (vii) For any teacher appointed by Alberta Education to mark diploma examinations.

10.3 Leave With Cost of Teacher on Call To Be Paid By The Association

A teacher elected to represent the Association may be granted leave of absence provided such leave be in writing to the Employer at least ten (10) days prior to said leave. A leave of absence may not be unreasonably withheld if the notice

period cannot be met due to extenuating circumstances outside the control of the teacher and Association. The granting of the leave is conditional to the leave not impacting on the District to meet critical timelines or meet contractual obligations. The Employer may cancel the leave due to emergent situations.

10.4 Maternity Leave

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

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

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

10.4.3 The teacher shall determine the beginning and ending dates of her maternity leave.

10.4.4 When possible the teacher shall provide notice of her leave requirements 90 days in advance of the commencement of her maternity leave.

10.4.5 The Board will require a medical certificate specifying the anticipated date of delivery.

10.4.6 Supplemental Unemployment Benefit Plan

- (a) The Board shall implement a Supplementary Unemployment Benefit Plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with 100% of her normal weekly earnings during the health-related portion of the maternity leave.
- (b) The SUB Plan will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while the teacher is in receipt of EI benefits and during the EI waiting period up to a maximum number of days equal to the teacher's sick leave entitlement. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB Plan payments shall cease.
- (c) For the duration of the SUB Plan, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums

specified in Clauses 12.1, 12.2, 12.3, 12.4, 12.5 and 12.6. Effective September 1, 2014, for the duration of the 15-week maternity leave, the Board shall continue to pay the employer's portion of the teacher's benefit plan premiums in article 12.

10.4.7 Early Return to Work – Maternity Leave

- a) The teacher, with the agreement of the Board, may shorten the duration of the six week period following the actual date of delivery by providing the Board with a medical certificate indicating that resumption of work by the employee will not endanger her health.
- b) A teacher who wishes to resume working before the scheduled end of her leave will be assigned to an appropriate teaching position within the District. At the end of her scheduled leave, the teacher may elect to return to the position held at the commencement of the leave.

10.5 Parental Leave

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

10.5.1 Notice of Parental Leave

- (a) A teacher other than the birth mother must give the Board at least six (6) weeks of notice of the date the teacher will start parental leave unless:
 - (i) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or

- (ii) the date of the child's placement with the adoptive parent was not foreseeable.

10.5.2 Return from Maternity or Parental Leave

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

10.5.3 Upon completion of her scheduled maternity and extended leaves, the teacher shall be:

- (a) returned to the position held at the commencement of the leave, or
- (b) returned to a comparable position as mutually agreed between the teacher and the Superintendent or his/her designate.

11. **SICK LEAVE**

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

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

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

11.2 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.

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

Less than one year of service:	Nil
After one year of service:	60 working days

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

It is the responsibility of the employee to keep the employer informed of the employee's status while away from work due to illness. Each employee accessing sick leave will inform the District's Human Resources Department of his/her intended return to work. The employee's return to work will be coordinated by the Human Resources Department. Return to work shall be governed by article 11.6 and District policies and procedures.

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

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

11.7 Family Medical

Three days to care for a family member or member of the teacher's household.

12. **HEALTH AND MEDICAL CARE BENEFITS**

12.1 Alberta Health Care

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

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

12.3 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.

12.4 The following plans are available to teachers:

- i) Alberta School Employee Benefit Plan (ASEBP) Extended Health Care [Plan 1]
- ii) ASEBP Life [Plan 2], participation shall be a condition of employment
- iii) ASEBP Accidental Death and Dismemberment [Plan 2], participation shall be a condition of employment
- iv) ASEBP Extended Disability [Plan D], participation shall be a condition of employment
- v) ASEBP Dental Care [Plan 3]
- vi) ASEBP Vision Care [Plan 3]

12.5 The Board shall pay 100% of all premiums for all eligible teachers' benefits as per clause 12.4. The Board shall pay a prorated percentage of benefit premiums for 12.4 (i), (v), and (vi) for part-time teachers as applicable.

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

13. PERSONAL LEAVE

13.1.1 Subject to arranging to cover his/her assignment a teacher shall be granted two (2) working days of personal leave per year not to exceed two absences. Both days shall be without loss of pay or benefits. Notice for taking said days shall be submitted in writing to the superintendent or designate and copied to the principal two weeks prior to the intended day for taking of the leave(s).

13.1.2 Where an emergency does not permit a prior submission for the request, the superintendent may waive the requirements in 13.1.1, above, after receiving a written request for such waiver from the teacher.

13.2 A teacher may apply for leave for personal reasons with pay less the cost of Teacher on Call services regardless of whether or not a Teacher on Call is required and be granted such leave at the discretion of the Superintendent or his designate. Leave under this article is limited to a maximum of three working days per school year.

13.3 Additional personal leave not covered elsewhere in this Agreement may be considered with or without loss of pay at the discretion of the Superintendent.

14. GRIEVANCE PROCEDURE

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

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

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

Step 1: The teacher will communicate, in writing, items of concern to the Economic Policy Committee (EPC) chair and the Coordinator of Teacher Welfare of the Association. The EPC chair and Associate Superintendent of Business and Finance (ASBF) have 15 days to resolve the matter.

- 14.2 The grievance shall first be submitted in writing to the chair of the EPC within 15 days of the expiry of Step 1, should the matter remain unresolved. The EPC chair shall write a letter to the Associate Superintendent of Business and Finance, initiating the grievance procedure. The EPC chair will define the nature of the grievance, the articles of this agreement which is alleged to have been violated, and the remedy sought.

14.2.1 Failing a satisfactory settlement within 15 days after the date of submission of the grievance to the Associate Superintendent of Business and Finance, the chair of the EPC shall, within five days thereafter, give written notice to the Associate Superintendent of Business and Finance of the Board directing the case be considered by the grievance committee.

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

- 14.3 Failing a satisfactory settlement by the grievance committee within the said time, either party may, by written notice to the Associate Superintendent of Business and Finance and the Chair of the EPC committee, serve notice of intent to proceed to arbitration. Such notice must be given within 10 days after the date the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

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

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

14.4 The arbitration board shall not change, amend or alter any of the terms of the agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.

14.4.1 The decision of the majority shall be the decision of the arbitration board. Where there is no majority decision, the decision of the chair shall be the decision of the arbitration board. The decision of the arbitration board shall be final, binding and enforceable on all parties and may not be changed

14.5 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chair. Each party shall bear the expense of their respective witnesses. Leave with loss of Teacher on Call pay for teachers under this collective agreement will not be unreasonably withheld.

14.6 In the event, at any stage of the grievance procedure (except in the respect of appointing persons to the board) if either party fails to take the necessary action within the time limits specified, the grievance shall be deemed to have been conceded.

14.7 Any of the time limits may be extended at any stage upon the written consent of the parties.

15.0 NOTICE OF INTENT

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

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

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

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

16.0 PROFESSIONAL FORUM

Committee Membership:

- ATA: Six members selected by the local FMPSD 2833 Bargaining Unit (At least two shall be E.P.C. members)
- Management: Three members from senior management, selected by the Board
- CUPE: The A.T.A. and the Board members may ask a C.U.P.E. representative to attend a meeting or portion thereof.
- Meeting Dates: Meetings will be held in November, February, and May, and otherwise as required. Meetings may be called by the EPC Chair or a representative of the Board and a meeting date and agenda will be set within two weeks. The party calling the meeting must provide its agenda issues at least one week prior to the meeting date, or the meeting must be re-scheduled to allow for this one-week timeline.

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

GENERAL ARTICLES

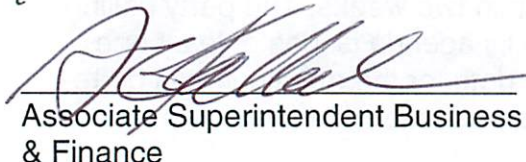
17. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Agreement.
18. All previous agreements, schedule and regulations between or affecting the parties are hereby cancelled.
19. This Agreement shall enure to the benefit of all and shall be binding upon the parties and their successors.

20. Amendments to this Agreement may be sought by either party at any time during the life of this Agreement and may be executed only with consent in writing of both the Board and the Fort McMurray Bargaining Unit No. 2833.
21. The Board shall make available to each teacher of the Fort McMurray Bargaining Unit No. 2833 a copy of the Collective Agreement as soon as possible following its signing. The Board and the Local shall share equally the cost of production of the signed collective agreement to a maximum cost of \$500.00.
22. This Collective Agreement shall remain in effect until such time as a new Agreement is reached or a strike or a lock-out occurs.

IN WITNESS WHEREOF the parties have executed this Agreement by the proper officers on their behalf this 4th day of December, 2014.

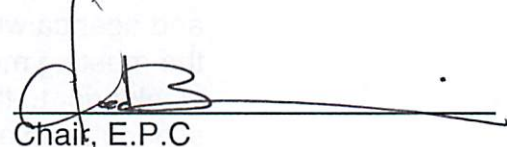
**Fort McMurray Public School
District No. 2833**


Chair

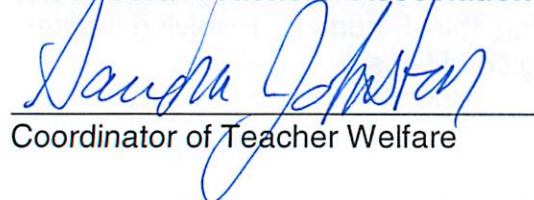

Associate Superintendent Business
& Finance

**Fort McMurray Bargaining
Unit No. 2833 of the Alberta Teachers'
Association**


Chair, N.S.C.


Chair, E.P.C.

The Alberta Teachers' Association


Coordinator of Teacher Welfare

LETTER OF INTENT

1. NOON HOUR RESPONSIBILITIES

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