

MEMORANDUM OF AGREEMENT FOR ATA LOCAL BARGAINING

Between:

The Red Deer Catholic Regional Division No. 39

Party of the first part

and

The Alberta Teachers' Association

Party of the second part

The above-named parties hereto agree that, subject to ratification, the following constitutes mutual agreement between the parties in the current contract negotiations:

SEE THE ATTACHED DOCUMENT


Except for the above noted amendments (see attached document) all other items tabled during these negotiations are withdrawn by the parties and there are no other amendments to the local provisions of the Collective Agreement.


The parties agree to recommend to their respective principals the foregoing as a basis for settlement of all matters in dispute.

The parties recognize that this Memorandum of Agreement is a package position for settlement. Should either party reject this Memorandum of Agreement and other items are requested at the bargaining table, then the provisions offered and other concessions may have to be reconsidered.


Dated at Red Deer, Alberta, this 27th day of March 2019.

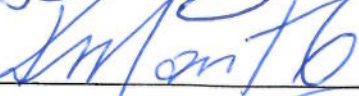
For the Employer







For the Association









AGREED TERMS FOR SETTLEMENT OF A LOCAL MEMORANDUM OF AGREEMENT

HOUSEKEEPING MATTERS

Proposal:

- Housekeeping amendments as identified herein and as may be identified throughout the bargaining process, including preparation of the new Collective Agreement.
- Board will remain as Board throughout the amalgamated Collective Agreement.
- Amend 'Agreement' and 'collective agreement' to 'Collective Agreement' throughout the Collective Agreement, as appropriate.
- Update the table of contents accordingly.
- Amend date on the cover page of the Collective Agreement.
- Ensure the date the Collective Agreement is executed by the parties is only in one location – on the signature page of the Collective Agreement.
- Update signature page accordingly.
- Relocate provisions within the Collective Agreement as may be necessary.
- Other housekeeping amendments will be addressed during preparation of the full version of the new Collective Agreement.

~~1.1 Supervisor of Support Services (this position will have access to the benefit plan provided by Alberta School Employee Benefit Plan, as outlined in Article 7).~~

1.2 Excluded Positions

1.2.1 Superintendents and any other designations which include the term superintendent.

1.2.2 Supervisors and any other designations which include the term supervisor.

~~Supervisor Learning and Supervisor Student Services (these positions will have access to the benefit plan provided by Alberta School Employee Benefit Plan as outlined in Article 7).~~

4.1 Creation of New Designations

4.1.1 Any new position/designation not specified in the Collective Agreement, to which a teacher will be designated and an allowance paid, shall have the allowance for the new position/designation determined through negotiation with the Negotiating Subcommittees of the Board and the Association. This process shall occur prior to the creation, advertisement, and filling of said position. New positions/designations are identified as any other than the following: Principals, Division Principals, **Alternative Program Principals**, Vice-Principals, Assistant Principals, Directors, Coordinators, Department Heads and **Lead Teachers**.

4.2 Administration Allowances:

a) The provisions of Article 4 shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.2.

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b) In addition to the basic salary rate, there shall be paid Administration Allowances in accordance with the following schedule.

4.2.1 Principals – the basis for principals' allowance shall be the number of students registered, inclusive of students enrolled in Early Childhood Services classes, at the school on September 30 of each school year.

- First 100 students or less – 24.5% of minimum salary rate for four years of teacher education.
- 101-300 students - .06% of minimum salary rate for four years of teacher education per student.
- 301+ students - .04% of minimum salary rate for four years of teacher education per student. **Effective for the 2020/2021 school year, 301 - 1049 students - .04% of minimum salary rate for four years of teacher education per student.**
- **Effective for the 2020/2021 school year, 1050+ students - .03% of minimum salary rate for four years of teacher education per student.**
- Notwithstanding, no principal shall receive an allowance which is less than the highest vice-principal's allowance plus 1%.
- Where a major shift occurs, lasting at least a calendar month, the administrative allowance of the principals involved shall be adjusted upwards or downwards to reflect the new student count. A major shift is 15%. Such adjustments are effective in the calendar month following the shift.

4.2.2 **Division Principals – The Board may appoint Division Principals for the Division where such positions are deemed necessary by the Board. A Division Principal shall be paid a salary equal to his/her grid placement plus the average annual principal allowance of all school principals.**

4.2.3 **Alternative Program Principals – The Board may appoint Alternative Program Principals for the Division where such positions are deemed necessary by the Board. For the purposes of this Collective Agreement, alternative programs refer to schools where online, outreach, or home school programs are the primary focus. An Alternative Program Principal shall be paid a salary equal to his/her grid placement plus the average annual principal allowance of all school principals. Alternative Program Principals are eligible for lieu days under this Article.**

4.2.3.1 **Clause 4.2.3 does not apply to current Alternative Program Principals and will apply to new Alternative Program Principals as the current positions are vacated. This clause shall expire on June 30, 2019.**

4.2.4 Vice-Principals – The Board may appoint a vice-principal in schools where such a position is deemed necessary by the Board. A vice-principal shall be appointed in

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schools with a student population of 350 or greater. The vice-principal shall have a minimum of 50% time free for administrative duties. The vice-principal shall be paid at 50% of the principal's allowance.

- 4.2.5 Assistant Principals - The Board may appoint an assistant principal in schools where such a position is deemed necessary by the Board. The assistant principal shall have a minimum of 25% time free for administrative duties. The assistant principal shall be paid at 25% of the principal's allowance.
- 4.2.6 **Directors** – The Board may appoint Directors for the Division where such positions are deemed necessary by the Board. Directors shall be paid a salary equal to his/her grid placement plus 70% of the average annual principal allowance of all school principals.
- 4.2.7 Coordinators – The Board may appoint Coordinators for the Division where such positions are deemed necessary by the Board. The Coordinators shall be paid a salary equal to his/her grid placement plus 37.54% of the average annual principal allowance of all school principals.
- 4.2.8 Department Heads and Lead Teachers – A teacher designated by the Board to be a Department Head or a Lead Teacher shall be paid an allowance equivalent to 14.29% of the average annual principal allowance of all school principals. If the teacher's full-time equivalency (FTE) is less than 1.0, their allowance will be calculated by multiplying their FTE by the allowance.
- 4.2.9 A teacher who has successfully completed the Certificate in Theological Studies, the Certificate of Religious Education Program, the Certificate in Catholic School Administration, the Graduate Diploma in Religious Education, or the **Master's Degree in Religious Education**, as recognized by the Board, will be paid an additional \$1,050 per year, provided that these courses are not recognized by Teacher Qualification Services for grid placement.

4.3 Red Circling

- 4.3.1 Where the Board initiates the transfer of an administrator or an adjustment of school attendance areas, his/her salary will be red circled for three years. The administrator will receive the higher: his/her current salary frozen at the June 30 rate; or the salary of the school he/she has been designated to. After the three-year period; the administrator's salary will be governed by clause 4.2 of this Collective Agreement.
- 4.3.1.1 **Effective the 2020-2021 school year, red circled allowances will not be used to calculate the average principal allowance or any other allowance calculation under Article 4. All calculations involving the average principal allowance will be based on the actual number of students registered, inclusive of students enrolled in Early Childhood Services classes, at each school, exclusive of the Alternative Program Principals, on September 30 of each school year.**

4.4 Acting/Surrogate Administrators – Compensation

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4.4.1 The Principal of a school shall designate one or two staff member(s) to be Relief Principal(s). The Relief Principal(s) will assume the authority and responsibility of the Principal in the absence of the Principal, Vice-Principal and Assistant Principal. The Relief Principal will be paid 10% of the Principal's allowance in a school that has neither a Vice-Principal nor an Assistant Principal. The Relief Principal will be paid 2.45% of minimum salary rate for four years of teacher education in a school that has either a Vice-Principal or an Assistant Principal. If two staff members have been designated as Relief Principal, the allowance will be split equally between the two. In addition, for functioning in this capacity for an extended time, 1/200 of the Principal's allowance will be paid for each day in excess of twenty accumulated days in a school year.

4.6 Other Administrator Conditions

4.6.1 Lieu Days

4.6.1.1 In recognition of the administrative responsibilities and time commitments required of principals and vice-principals, it is acknowledged that a degree of flexibility should exist with respect to the work schedules of school based administrators.

4.6.1.2 Principals, vice-principals and **assistant principals** shall be eligible to be absent from duty for two operational days during each school year. These absences will be with full salary and benefits.

4.6.1.2.1 These absences require the notification and approval of the Superintendent or **designate**.

4.6.1.2.2 **Lieu days shall not be accumulated or paid out under any circumstances.**

4.6.1.2.3 **All lieu days are subject to the same terms and requirements set out in clauses 12.2 and 12.3.**

4.6.1.2.4 **Without the approval of the Superintendent or designate, lieu days shall not be used in conjunction with personal leave days under Article 12 that would result in an absence greater than three (3) consecutive work days.**

9.2 Professional Development Funds

9.2.1 The Board will allocate an amount of \$525.00 per teacher per year for personal professional development. The \$525.00 per year can be accumulated to a maximum of \$1,575.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.

~~9.2.2 Effective September 1, 2014, the Employer will allocate an amount of \$525 per teacher per year for personal professional development. The \$525 per year can be accumulated to a maximum of \$1,575. Substitute teacher costs for the~~

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~~teacher while attending a professional development activity will be reimbursed from their personal professional development fund. Upon ratification of a Collective Agreement by the Parties following August 31, 2016, unless otherwise agreed by the Parties, clause 9.2.2 shall terminate and clause 9.2.1 shall apply.~~

9.2.2 A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal. The professional development activity shall adhere to the goals of the Division Professional Development Plan.

9.2.2.1 **Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, clause 9.2.2 shall be revised as follows:**

9.2.2 The professional development activity shall adhere to the goals of the Division Professional Development Plan, the teacher's professional growth plan or will enhance the teacher's skills and abilities regarding their extracurricular school commitment. No professional development activity of the same or similar nature will be approved in successive years for an extracurricular request.

9.2.2.1 A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal.

9.2.2.2 Any professional development activity involving out of country travel will be approved no more than twice in every three-year period, unless otherwise approved by the Superintendent or designate.

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 A teacher may request from the Superintendent or designate a maximum of two (2) days off per school year for personal reasons. These approved days shall be at no cost to the teacher.

12.2 Except in the case of a request under sub-clause 12.5, a request for leave for personal reasons must be made in accordance with the following conditions:

(a) in writing,

(b) on the form established by the Board ~~school division~~.

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(c) to the Superintendent or designate, through the teacher's principal or supervisor,

(d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days. **Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, at least one (1) week in advance of the date(s) the teacher wishes to use the personal leave days,**

(e) stating the replacement arrangement to be put in place should the requested days be approved, and

(f) the availability of a substitute teacher (if required) at the time of the request.

12.2.1 No reasons need to be provided under this Article.

12.3 Without the permission of the Superintendent or designate, the second or carried forward third personal leave days shall not be used:

(a) in conjunction with any holiday or holiday period exceeding three (3) days, including weekends, **except as provided in clause 12.3.1,**

(b) during any scheduled Parent-Teacher Interview days,

(c) to engage in any activity for financial gain,

(d) during scheduled professional development days, or

(e) during observed 'faith day(s)' set by the Board ~~school division~~.

12.3.1 **Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, in the case of a holiday or holiday period exceeding three (3) days, including weekends, any unused personal leave day (unrestricted or restricted) can be used, at any time, to extend a holiday period under clause 12.3 (a).**

12.3.2 **Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, a personal leave day, when used under clause 12.3.1, cannot be combined with either personal leave days under Article 12 or lieu days under Article 4.**

12.4 One unused personal leave day from the current school year may be moved forward to the next school year for use in that school year, however, that carried forward personal leave day shall not be carried forward a second time. The maximum number of personal leave days that can be approved in any school year shall not exceed three (3) personal leave days.

12.5 In the case of emergency, a request may be made by the teacher directly to the Superintendent or designate by phone, with confirmation in writing in accordance with the conditions set out above.

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12.6 The order in which personal leave days are requested, be they the unrestricted day or the restricted second or carried forward third personal leave days under clause 12.3, will be at the discretion of the teacher.

12.7 Without the approval of the Superintendent or designate, personal leave days shall not be used in conjunction with lieu days under Article 4 that would result in an absence greater than three (3) consecutive work days.

12.8 *The provisions of this Article shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.*

14.4 Family Medical Leave

14.4.1 A teacher shall be entitled to use four days of accumulated sick leave per year for the illness of a child, spouse or household member.

14.4.2 Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, clause 14.4.1 will be revised as follows:

14.4.1 A teacher shall be able to use four days of accumulated sick leave per year for the illness or medical needs of a child, spouse, parent or other household member.

14.4.3 Effective the first day of the month following the signing of the Collective Agreement by the Parties, or June 1, 2019, whichever is the earlier, a teacher shall be eligible for one (1) additional day per year for family medical leave for the illness or medical needs of the teacher's child, spouse, parent or other household member.

17. EMPLOYMENT

17.2 Subrogation

17.2.1 a) **Cost of Absence** means the total remuneration paid by the Board during a period when the teacher was absent from work.

b) **Interest** means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.

c) **Judgement or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

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- d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Board.
- e) Teacher means a teacher in respect of whom the Board has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

17.2.2 In the event that the Board incurs a cost of absence as a result of an act or omission of a third party, the Board is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a) the teacher shall advise the Board in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Board incurring a cost of absence;
- b) the teacher shall upon request by the Board include the cost of absence, as calculated by the Board, in the teacher's claim;
- c) the Board shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) the teacher agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle his/her claim without the prior written consent of the Board as to the amount of the cost of absence to be recovered by the Board;
- f) upon resolution of the amount of the cost of absence payable to the Board, the Board may, upon default of payment by the teacher following demand by the Board offset the agreed upon amount of the cost of absence payable to the teacher by the Board;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Board; and
- h) the Board's consent to settlement shall not be unreasonably withheld.

17.2.3 When as a result of judgement or settlement with the consent of the Board, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Board plus interest.

17.2.4 When as a result of a judgement or settlement with the consent of the Board, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Board, the amount of the cost of absence recovered plus interest.

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- 17.2.5 The teacher will upon request by the Board execute such documents and agreements as may be required or deemed desirable by the Board to give effect to the provisions of this section 17.2.
- 17.2.6 In exercising any of its rights under section 17.2, the Board shall have due regard for the interests of the teacher.

LETTERS OF UNDERSTANDING

Delete Letter of Understanding on Instructional Time. **[Agreed]**
Delete Letter of Understanding on Benefit Plan Review. **[Agreed]**