

In a Collective Bargaining Dispute under the Labour Relations Code

Between

Red Deer Catholic Separate School Division

and

Alberta Teachers' Association

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

March 22, 2024

Background

The parties to the dispute have been in negotiations to renew a collective agreement which expired on August 31, 2020. The parties met with me in mediation meetings on January 24 and 25, 2024.

During the mediation process the parties discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail several items in the respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute. Both parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify. Outstanding issues were reviewed which appeared to represent clear obstacles preventing membership ratification of a settlement.

Under section 65 of the Labour Relations Code the parties have requested the Mediator prepare Mediator's Recommendations for Terms of Settlement and have agreed to take the Mediator's Recommendations to their constituents for ratification.

I encourage both parties to give serious consideration to these recommendations and make their best efforts to obtain the ratification of their respective constituents.

Recommendations

The additions or amendments are bolded and the deletions are struck through.

1. APPLICATION/SCOPE

Effective July 1, 2026

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.

1.2.3 Directors and any other designations which include the term director.

1.2.4 Coordinators and any other designations which include the term coordinator.

Note: Amend Article 4 Administrator Allowances and Conditions of Practice accordingly to enable and facilitate the above amendment to section 1.2

2. STRUCTURE

Proposals:

~~1.11.1 Policy Advisory Committee~~

~~1.11.1.1 Both Parties to this Collective Agreement agree to establish a Policy Advisory Committee consisting of the following membership:-~~

~~a) Three (3) teachers employed by the Red Deer Catholic Separate School Division;~~

~~b) Two (2) Trustees;~~

~~e) The Superintendent of Schools.~~

~~1.11.1.2 The Employer agrees to consult with the Policy Advisory Committee on proposed changes, which directly affect teachers, to the Policy Manual prior to implementing such changes.~~

~~1.11.1.3 No more than one (1) Trustee sitting on The Employer's Negotiating Committee and no more than one (1) teacher sitting on the Association's Local Teacher Welfare Committee (TWC) may sit on the Policy Advisory Committee.~~

~~1.11.1.4 Prior to the establishment of the school year, the Employer will submit a draft of the proposed school year calendar to the Policy Advisory Committee for their input and recommendations.~~

Letter of Understanding – Liaison Committee

Letter of Understanding

Pilot Project Liaison Committee

The Employer and the Association acknowledge that a strong, positive working relationship is best sustained through effective communication. To this end, the parties agree to establish a forum for discussing issues that arise that may affect the work life of teachers and/or Division operations.

The parties agree that the following terms and conditions for this forum should apply:

- a. The Employer and ATA Local No. 80 will establish a Employer/ATA liaison standing committee, hereinafter called the Liaison Committee.
- b. The Liaison Committee will consist of three representatives from each party, jointly chaired by the parties.
- c. The chairs will create the agenda for the meetings.
- d. The Liaison Committee will meet no later than October of each school year to review its Terms of Reference.
- e. Starting the 2024/25 school year, the Liaison Committee shall meet two (2) times per school year.
- f. For the remainder of the 2023/24 school year, the Liaison Committee agrees to meet as required to formulate the committee's Term of Reference.

This Letter of Understanding will expire on August 31, 2026.

3. CONDITIONS OF PRACTICE

○ Professional Development

9.2.1 Effective September 1, 2024, the Employer will allocate an amount of \$750.00 per teacher per year for personal professional development. The \$750.00 per year can be accumulated to a maximum of \$2,250.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.

4. SUBSTITUTE TEACHERS

- Effective starting the 2024/25 school year, each substitute teacher on the substitute roster who has worked at least five (5) days in the teaching month prior to Faith Day and attends the Employer's Faith Day will be paid the substitute daily rate.

5. PART-TIME TEACHERS CONDITIONS

- **Amend** section 6.3 Other **Part-time Teacher Conditions** as follows:
 - 6.3.1 Movement between Part-time and Full-time Assignment
 - 6.3.1.1 A teacher on a continuous full-time contract who volunteers for a part-time assignment shall, at the commencement of the subsequent school year, revert back to a full-time assignment (1.0 FTE) unless, prior to **March 15 April 1**, the teacher requests and receives a continuous part-time assignment. The teacher will be required to sign a continuous part-time contract at this time.
 - 6.3.3 Job Sharing
 - 6.3.3.1 Where two or more teachers wish to share one full-time teaching position, they may apply to the Employer for a shared job assignment. Such application must be made no later than **March 15 April 30** of the school year immediately preceding the year in which the job sharing is to take place.
 - 6.3.3.2 c) On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By **March 15 April 30** in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status, or they must apply for a continuation of the shared job assignment.

6. LEAVES OF ABSENCE

- 14.X Graduation, Convocation and University Exams*
14.X.1 The Employer shall maintain as a part of Administrative Procedure (AP) 410 - Leaves of Absence, the inclusion of Post Secondary / University Convocation and High School Graduation.

Letter of Understanding – Not to be included in the Collective Agreement

The Employer will amend Administrative Procedure 410 to read as follows:

IV. Other Leaves

1. (a) Post Secondary Graduation / University Convocation

The Division will pay the employee's salary and the salary of a substitute to a maximum of one day in order that an employee may attend a **post-secondary graduation**/university convocation at which he/she or his/her son or daughter or spouse is receiving a degree.

(b) High School Graduation

The Division will pay the employee's salary and the salary of a substitute for a maximum of one day so that an employee may attend the high school graduation for each of their son, daughter, or spouse.

Ratification by The Parties

I request that each party officially advise me, by email on or before 3:00 pm, Tuesday, April 2, 2024 if you accept or reject these recommendations. Please copy the other party.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign the new collective agreement. The Date of Ratification would be the latter date either of you notify me of ratification.

Thank you for your assistance in the process.



Deborah M. Howes, C. MED., I.M.I. Cert.

Mediator

March 22, 2024