

HOLY FAMILY CATHOLIC REGIONAL DIVISION NO 37

This agreement is made in quintuplicate this 5th day of March, 2015 pursuant to any federal or provincial acts or statutes that may apply.

Between the Holy Family Catholic Regional Division No 37 hereinafter called "the Employer" of the first part and the Alberta Teachers' Association, a corporate body incorporated under the laws of the Province of Alberta, hereinafter called "the Association" of the second part.

Whereas the Association is the bargaining agent for the teachers employed by the Employer; and

Whereas the terms and conditions of employment and the salaries of the teachers 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 the following terms of employment of the said teachers;

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

Article 1 - Bargaining Unit

- 1.1 This agreement applies to those teachers of the Employer 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, except those designated in clause 1.2.
- 1.2 Exclusions - Notwithstanding clause 1.1 teachers holding the following designations shall be excluded from this agreement:
 - 1.2.1 superintendent
 - 1.2.2 assistant superintendent(s)
 - 1.2.3 any other designations which include the term superintendent with non-teaching duties.
- 1.3 The Employer retains those rights of management not specifically limited by the express terms of this agreement.

Article 2 - Statutory Provisions

- 2.1 The salaries and terms and conditions of the teachers' employment with the Employer are governed by the provisions of this agreement and any statutory provisions relating thereto.

Article 3 - Term

- 3.1 Either party may give to the other not less than sixty (60) days not more than one hundred eighty (180) days prior to the termination of the agreement, a notice in writing of its intent to commence collective bargaining with a view of striking a new agreement.
- 3.2 This agreement takes effect from September 1, 2012 and terminates on August 31, 2016 and shall continue in force and effect beyond the expiry date from year to year thereafter unless amended or terminated as stipulated by clause 3.1.

Article 4 - Salary

4.1 The following shall determine the placement on the salary schedule:

- 4.1.1 the amount of teacher education, pursuant to article 5,
- 4.1.2 the length of teaching experience, pursuant to article 6.

Salary Schedule: Effective September 1, 2012 to August 31, 2015.

Years of teaching experience	Years of University Education			
	Four	Five	Six	Seven
0	58,850	62,201	65,551	68,902
1	62,615	65,972	69,322	72,673
2	66,389	69,739	73,094	76,452
3	70,157	73,509	76,860	80,210
4	73,922	77,280	80,637	83,994
5	77,697	81,048	84,401	87,755
6	81,463	84,814	88,177	91,535
7	85,233	88,585	91,942	95,302
8	89,011	92,358	95,713	99,070
9	92,778	96,127	99,478	102,831

Salary Schedule: Effective September 1, 2015 to August 31, 2016.

Years of teaching experience	Years of University Education			
	Four	Five	Six	Seven
0	60,027	63,445	66,862	70,280
1	63,867	67,291	70,708	74,126
2	67,717	71,134	74,556	77,981
3	71,560	74,979	78,397	81,814
4	75,400	78,826	82,250	85,674
5	79,251	82,669	86,089	89,510
6	83,092	86,510	89,941	93,366
7	86,938	90,357	93,781	97,208
8	90,791	94,205	97,627	101,051
9	94,634	98,050	101,468	104,888

- 4.2 The Employer shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month on the twenty-fifth (25th) day of each month or the next banking day, except December when it shall be the third last operational day before Christmas. For the months of July and August, if a teacher requests in writing by April 1, they shall receive two one-twelfth (1/12) payments on or before July 10.
- 4.3 Teachers teaching for the first year with the Employer, may request and receive a mid-month pay cheque not to exceed 1/2 of the estimated monthly salary, after the first two weeks of work.

Article 5 - Teacher Education

- 5.1 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 in accordance with principles and policies established by the Teacher Salary Qualifications Service pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Alberta School Boards' Association.
- 5.2 Placement on the salary schedule shall be pursuant to the most recent valid statement of qualifications at the first day of the school year or on commencement of employment and/or February 1st.
- 5.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Employer, shall supply a valid statement of qualifications to the Employer within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment or February 1st.
- 5.3.1 If the valid statement of qualifications is submitted within the sixty (60) calendar days, salary shall be paid according to that statement of qualifications effective the date of commencement of the school year, or the date of commencement of employment, or February 1st, whichever is applicable.
- 5.3.2 If such evidence is not submitted within the aforementioned sixty (60) calendar days the teacher shall be placed in the salary schedule according to the most recent acceptable valid statement of qualifications or if such statement of qualifications is not available, as determined by the Superintendent of Schools in conjunction with the secretary-treasurer of the Employer. In the event that a TQS evaluation is not available in that school year, the teacher shall be paid at not more than year four (4) on the grid. When such evidence is subsequently provided the teacher's salary shall be adjusted effective at the beginning of the month following submission of such evidence.
- 5.3.3 Conditions of clauses 5.2 and 5.3 shall be waived if written evidence of application to the Teacher Qualifications Service is submitted to the secretary-treasurer of the Employer within sixty (60) calendar days.

Article 6 - Teaching Experience

- 6.1 A teacher who provides active teaching service with the Employer for a minimum equivalent of 125 teaching days in the same school year shall be eligible for one teaching experience increment.
- 6.1.1 Part-time teachers who provide service under contract with the Employer for an equivalent period of 125 full days shall be eligible for an experience increment.
- 6.1.2 Substitute teachers shall be eligible for a salary experience increment upon the accumulation of each one hundred twenty-five (125) full days of substitute teaching with the Employer. These days may be earned within three (3) consecutive years. Substitute teaching for other employers shall not be applicable for the administration of this clause.
- 6.1.3 No teacher shall receive more than one teaching experience increment in any one school year.
- 6.2 The number of days of teaching experience with a school board earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction.
- 6.3 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, February 1 or on commencement of employment.
- 6.4 Each teacher claiming additional teaching experience and each teacher commencing employment with the Employer, shall submit a written statement of teaching service from previous employers to the Employer within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment. An extension shall be granted upon submission of proof by the teacher of having applied for required statement(s) of previous teaching experience within the sixty (60) calendar days.

- 6.4.1 If such evidence is submitted within the sixty (60) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.
- 6.4.2 If such evidence is not submitted within the aforementioned sixty (60) calendar days the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of their category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 6.5 A teacher shall only receive increments for experience gained that required the holding of a valid teacher certificate.
- 6.6 The portion of each teacher's maternity leave for which Supplemental Unemployment Benefit (SUB) is paid shall count for increment purposes.

Article 7 - Allowances

- 7.1 Effective September 1, 2012, in addition to the salary in clause 4, each Principal shall receive, monthly, an allowance equal to one-twelfth (1/12) of the following schedule.
 - 7.1.1 \$11,809 basic allowance; effective September 1, 2014 \$12,559; effective September 1, 2015 \$12,810 plus
 - 7.1.2 \$754 for each of the first 10 certified teachers; effective September 1, 2015 \$769 plus
 - 7.1.3 \$525 for each additional certified teacher; effective September 1, 2015 \$536.
 - 7.1.4 The teacher count shall be as of October 31 of the current school year.
- 7.2 In addition to the salary in clause 4, each Vice-Principal shall receive 50 per cent of the allowance paid to the Principal. The Assistant Principal shall receive 25 per cent of the principal allowance.
 - 7.2.1 In schools where there are 15 or more teachers (exclusive of the principal) the Employer shall designate a teacher as Vice-Principal or Assistant Principal.
 - 7.2.2 In the absence of a Principal and Vice-Principal, where applicable, a teacher shall be designated to serve as Acting Principal. When appointed, the Acting Principal shall receive an allowance equal to 1/200 of the Principal's allowance for each day of the appointment.
 - 7.2.3 The administrator or acting administrator, at their discretion, shall be provided release time from teaching duties during the period of designation.
- 7.3 Payment of the full amounts for administration shall commence on the effective date of appointment of the administrator.
- 7.4 When additional allowances not covered by this agreement are being paid, a job description for each such position shall be supplied to the local teacher's economic policy committee.
- 7.5 A school administrator who agrees to render professional service beyond the role outlined in Administrative Procedure 431 Role of the Principal, and at the request of the Employer, shall be compensated one two-hundredth (1/200th) of their total annual salary for a full day of service or one four-hundredth (1/400th) for each half-day. A half day is defined as any service provided up to three (3) hours. Any service beyond three (3) hours is defined as a full day.

- 7.6** Retention allowance—after fifteen (15) continuous years of service as a teacher under contract with the Employer, a teacher shall be eligible for the following retention allowance:
- 7.6.1** Effective September 1, 2012 - \$1,228 per annum to be paid in 12 equal instalments. Effective September 1, 2015 - \$1,253 per annum to be paid in 12 equal instalments.
 - 7.6.2** Continuous years of service shall be determined once in each school year as of June 30. Once a teacher attains the required years of continuous service, the long service allowance shall be paid effective the following school year.
 - 7.6.3** Continuous years of service is defined as service earned while drawing a pay cheque from the Employer. Continuous years of service shall not be interrupted by virtue of being granted a maternity or adoption leave, leave of absence without pay, without pay and benefits or extended disability; however, these leaves of absences shall not be counted in determining the fifteen (15) years of service.
- 7.7** Effective September 1, 2012, in addition to salary in clause 4, each supervisor or coordinator shall receive, monthly, an allowance equal to one-twelfth of the following schedule.
- Division Supervisor: Equal to 20 per cent (20%) of the grid position for a teacher with four years education and maximum experience
 - Division Coordinator: Equal to 10 per cent (10%) of the grid position for a teacher with four years education and maximum experience
- 7.7.1** Effective September 1, 2012, a Letter of Understanding for the Faith Permeation Coordinator.
- 7.8** In the event that the Employer requests a transfer of a school level administrator to a divisional position or a school level administrator to another school for which the administrative allowance is a lesser amount than the administrator is receiving, the administrator shall continue to receive the allowance in effect on the date of the notice of transfer until such time that the provisions of the collective agreement entitle the administrator to an annual allowance which is greater.

Article 8 - Part-Time and Substitute Teachers

- 8.1** A part-time teacher shall mean a teacher regularly employed by the Employer under written contract who provides services for less than that of a full-time teacher. Part-time teachers shall receive the salary stipulated in this agreement on a prorated basis according to the percentage of time worked.
- 8.1.1** Part-time teachers who work 0.5 FTE or higher are entitled to the same benefits and Employer contributions under Article 17 as full time teachers. Part-time teachers who work less than 0.5 FTE are entitled to fifty percent (50%) benefits and Employer contributions under Article 17.
- 8.2** Payment for substitute teachers who work more than half a day shall be 0.234 per cent of the maximum step and four years education per day inclusive of vacation pay. Payment for substitute teachers who work less than half a day shall be 0.117 per cent of the maximum step and four years education inclusive of vacation pay.
- 8.2.1** A part-time teacher shall be paid a salary equal to the percentage of their full-time equivalent compared to that of a full-time teacher.
 - 8.2.2** A part-time teacher's FTE will not be varied by more than 0.2 FTE without mutual agreement.
- 8.3** Substitute teachers shall be placed on the grid according to their TQS evaluation, on the fourth (4th) consecutive day of substitution for the same teacher.
- 8.3.1** When a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment.

Article 9 - Sick Leave

- 9.1** 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.
- 9.2** Sick leave shall accumulate during the first year of service at the rate of 100 per cent of the unused portion of the yearly 20 days (two days per month worked). Where a teacher teaches for less than a school year, authorized absence under this clause may in the aggregate not exceed two days for each month taught.
- 9.2.1** Upon active commencement of duties in the second consecutive school year of continuous employment under a contract of continuous employment with the Employer all unused sick leave credits shall be cancelled.
- 9.2.2** During the second and subsequent years of service, sick leave with full salary will be granted for sickness for a period of 90 calendar days.
- 9.2.3** Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to duty, shall be entitled to an additional 90 calendar days of sick leave.
- 9.2.4** In instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate (Appendix A), signed by a medical practitioner prior to the date of return verifying that the teacher is able to return to work on a continuing basis.
- 9.2.5** In addition, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner (Appendix B). Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.
- 9.2.6** Upon submission of a receipt for the cost of completing the certificate along with the completed certificate, the Employer shall reimburse the teacher for the charges levied by a medical practitioner for the completion of the certificate as per clause 9.2.4 and 9.2.5.
- 9.2.7** These certificates shall only be amended by the agreement of the parties.
- 9.3** On the termination of employment of a teacher, all sick leave entitlements with the Employer shall be cancelled.
- 9.4** If the absence is for a period of more than three (3) consecutive days, the teacher is required to present a medical certificate within a reasonable time.
- 9.5** After 90 continuous calendar days of illness or medical disability, no further salary shall be paid. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the employer to provide medical evidence, satisfactory to the employer, that the teacher is fit to commence duties as assigned, at the Employer's expense.
- 9.6** Five (5) days per school year leave shall be granted with full pay for necessary family medical attention, provided that the teacher's number of sick leave days as granted by clause 9.2 is reduced by a corresponding amount.
- 9.6.1** Effective September 1, 2014, family is defined as spouse, child, parent, parent-in-law and members of the immediate household

- 9.7 In the event there is an epidemic or public health notice issued by the local public health authority, the Employer may waive the requirement to provide a medical certificate upon notification to the Association.

Article 10 - Educational Leave

- 10.1 Educational leave shall mean any leave of absence granted to a teacher for professional development through study. A teacher who has been employed by the Employer for five years or more may, upon application, be granted leave of absence by the Employer for one year or for one-half year.
- 10.2 A leave of absence granted by the Employer under clause 10.1 shall be subject to the following conditions and understanding:
- 10.2.1 that the teacher will spend the leave in improving professional qualifications as a teacher, in such a manner as is approved by the superintendent of schools,
 - 10.2.2 that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued,
 - 10.2.3 that the leave will be taken during one school year only,
 - 10.2.4 that the teacher will return to regular duty with the Employer at the opening of schools for the next school year or for the next half school year, as the case may be.
 - 10.2.5 A teacher who is granted educational leave shall give an undertaking, in writing, to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.
- 10.3 The remuneration of a teacher granted educational leave shall be an annual salary, payable in 12 equal monthly instalments of: 70 per cent of the teacher's salary in effect at the time the leave was granted. Maximum salary under this article shall be 70 per cent of the 4 year maximum in effect at the time the leave was granted.
- 10.4 Remuneration for an educational leave granted for a half-year by the Employer shall be calculated on a prorated basis in accordance with clause 10.3.
- 10.5 If a teacher receives less than the full remuneration entitled under 10.3, the time that they are required to provide service shall be prorated in accordance with the remuneration. In any event, the teacher shall be required to return to their duties for a period for at least one year.
- 10.6 Should a teacher by mutual agreement, resign or retire from the service of the Employer before completing their two (2) years of service following such leave, the repayment of educational leave salary with interest, as charged by the bank where the Employer transacts its business, shall be made to the Employer on a prorated basis.
- 10.7 Experience increments will not be granted to teachers for the period of leave.
- 10.8 A teacher on leave of absence under clause 10.1 shall return to the same school in an equivalent position or another assignment agreeable to the teacher.
- 10.9 For leaves commencing on or after September 1, applications must be made on or before the first of March of the same calendar year.

- 10.10 The Employer shall consider all applications and shall grant at least one educational leave per year if any applications are received. All applicants shall be informed of the Employer's decision on or before the last day of March in each year.

Article 11 - Tuition Assistance Allowance

- 11.1 Teachers shall be able to access funds for approved courses to support their professional growth plans up to the same amount as the established school professional development funding.
- 11.2 Effective September 1, 2012, upon proof of successful completion of a university-accredited course, a teacher shall be reimbursed up to \$1,430 per full course per school year or up to \$715 per half course. A full course is defined as 78 university credit contact hours and a half course is defined as 39 university credit contact hours. Applications, including the details of the course to be taken must be submitted to the Employer prior to May 31 of the school year the course was completed. No teacher shall be entitled to receive benefit from this provision for more than one full course per school year.
- Effective September 1, 2015, the amount per full course will be \$1,459 per school year or up to \$730 per half course.
- 11.3 Tuition Assistance Allowance is not available to those teachers on approved Educational Leave as per clause 10.3.

Article 12 - Leave of Absence

- 12.1 A leave of absence is written authorization for a teacher to be absent from work without pay and without benefits for a definite period of time which has been approved in advance by the Employer. Notwithstanding the foregoing, the Employer shall continue the premium payment for health insurance plans during leaves of absence of less than five teaching days.
- 12.2 All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- 12.2.1 A teacher who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have terminated their employment, unless it is subsequently shown that special circumstances prevented them from reporting to their place of work.
- 12.3 All requests for leave of three days or more shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as they become aware of the situation which prompted the request for leave. With permission by the Superintendent or in their absence, their designate, a teacher may take up to two days per year without pay.
- 12.4 Experience increments shall not be granted for leave of absence.

Article 13 - Personal Leave

- 13.1 A teacher shall be granted two (2) days personal leave per school year without loss of pay and without deductions for substitute pay providing that:
- 13.1.1 A substitute is available.
- 13.1.2 A planned program is available for the substitute.

- 13.1.3 The notice is submitted in writing to the Principal.
- 13.2 Each teacher may accumulate personal days to a maximum of five (5).
 - 13.2.1 No more than three (3) consecutive days may be taken at any one time. Upon written request to the Superintendent, approval for more than three (3) consecutive days may be granted.
- 13.3 Notwithstanding clause 13.1 and 13.2, no personal leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation. Upon written request to the Superintendent, approval may be granted if
 - a. no other paid leave can be accessed;
 - b. the date of the event is not within the teacher's control;
 - c. a substitute is available;
 - d. where possible, the request is made two (2) weeks in advance;
 - e. any request that does not meet the above criteria will be dealt with on an individual basis in consultation with the Superintendent.

Article 14 - Other Leaves

- 14.1 A teacher may also apply for leave of absence for reasonable cause and it shall be the sole discretion of the Employer to grant such leave, to determine the length of the leave and whether it shall be granted with or without salary or with salary less the cost of the substitute.
- 14.2 The Superintendent or his designate shall grant leave when the teacher despite reasonable effort, is unable to travel to his school from his usual place of residence because of:
 - 14.2.1 inclement weather, or
 - 14.2.2 impassable public road conditions.
- 14.3 The Employer shall grant leaves of absence to teachers for the purpose of attending meetings of the Alberta Teachers' Association as representatives of the Local or provincial Association or as elected members of the Provincial Executive Council.
 - 14.3.1 Leaves of absence granted pursuant to 14.3 above shall be with pay and the cost of substitute teachers hired by the Employer shall be borne by the Alberta Teachers' Association.
 - 14.3.2 Notwithstanding 14.3.1 above should the total number of leaves of absence requested by the teachers employed by the Employer exceed six (6) days in any school year, it shall be at the sole discretion of the Employer to decide whether the additional days shall be granted with pay less the cost of substitute or without pay. If the leave is granted without pay the cost of substitute shall be borne by the Employer.
 - 14.3.3 Additional days may be granted at the discretion of the Employer.
- 14.4 A teacher who is engaged by an Alberta Teachers' Association Convention as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association. Attendance at the convention will be administered in accordance with the provisions of this Collective Agreement.

Article 15 - Compassionate Leave

- 15.1** In the event of a death, in order to attend a funeral or critical illness of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law or mother-in-law of the employee, or another relative who is a member of the household, bereavement and/or compassionate leave with pay will be provided as follows:
- 15.1.1** Up to five working days as per 15.1 held within a 1,000 kilometre radius from the teacher's usual residence.
 - 15.1.2** Up to seven working days as per 15.1 held outside of a 1,000 kilometre radius from the teacher's usual residence.
- 15.2** A teacher is entitled to a leave of up to two days with salary and benefits to attend the funeral of a relative not mentioned in clause 15.1, provided a planned program of instruction can be maintained by the school.
- 15.3** A medical certificate attesting the critical illness must be submitted if requested by the Superintendent or designate. Critical illness is defined as where death of one of the relatives named in 15.1 is imminent.

Article 16 - Maternity Leave, Parental Leave and Adoption Leave

Teachers are entitled to 15 weeks of maternity leave.

- 16.1** The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Employer of her leave requirements six weeks in advance of the first day of leave.
- 16.2** The Employer may request a statement from a physician indicating the approximate date of delivery.
- 16.3** Maternity leave shall be without pay and Employer contributions towards benefit premiums except for as provided in paragraph (a).
- a) i. Effective September 1, 2014, the Employer shall implement and maintain a SUB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their weekly and benefits salary under the SUB plan for the health-related portion of the leave.
 - ii. The Employer shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and Employer contributions toward benefit premiums.
 - iii. SUB payments shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less.
 - iv. After 90 consecutive calendar days of disability the teacher shall apply for EDB and no further salary, or SUB shall be payable. The Employer shall advise each teacher to apply for EDB at least 30 days in advance of her expected eligibility for such benefit.
- (b) Or the teacher may access sick leave entitlements at full pay and benefits in accordance with clause 9.
- 16.4** In addition to the 15 week leave, each teacher shall be eligible for a further 37 week parental leave without pay and Employer contribution to benefit premiums provided such is continuous with the maternity leave. During this period, the teacher shall be eligible to maintain their benefit insurance coverage provided they pay 100 per cent of the premiums directly to ASEBP.
- 16.5 i)** At least two weeks prior to the 37 week parental leave commencing, each teacher shall endeavor to provide written notice to the Employer of the date they plan on returning to work.

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- ii) Within this 37 week parental leave the teacher may amend their return date, in consultation with the Superintendent or designate, providing they give the Employer four weeks' notice of the new return date.
- 16.6** i) A teacher shall be entitled to 37 weeks of adoption leave, within 52 weeks of the child being placed with the adoptive parent, without pay or Employer contribution to benefit premiums.
- ii) The teacher concerned shall notify the Employer six weeks prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the teacher shall provide such notice as is possible.
 - iii) Within this 37 week adoption leave the teacher may amend the return date, in consultation with the Superintendent or designate, providing the teacher gives the Employer four weeks' notice of the new return date.
 - iv) During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premiums directly to ASEBP.
- 16.7** i) A teacher is entitled to 37 weeks of parental leave provided the teacher has not accessed the provisions of clauses 16.4 or 16.6.
- ii) The teacher shall provide six weeks' notice of intent to commence leave. If matters arising from a birth or adoption prevent such notice the teacher shall provide such notice as is possible.
 - iii) Within this 37 week parental leave the teacher may amend their return date, in consultation with the Superintendent or designate, providing the teacher gives the Employer four weeks' notice of the new return date.
 - iv) During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premium directly to ASEBP.
- 16.8** Teachers returning from maternity leave, parental leave, or adoption leave shall be returned to the position held at the commencement of the leave or an equivalent position agreeable to the teacher.
- 16.9** For not more than five days, paternity leave shall be granted for the birth of the teacher's own child to be used within two weeks of the day of birth.

Article 17 - Insurance and Other Benefits

- 17.1** Subject to the provisions of the master policies and effective September 1, 2012, the Employer shall pay 100 per cent of the premiums of the following plans for each teacher.
- (1) Extended Health Care Plan I
 - (2) Extended Disability Plan D
 - (3) Group Life Plan, Schedule 2
 - (4) Alberta Health Care
 - (5) Dental Care Plan III
 - (6) Vision Care Plan III.
- 17.1.1** All teachers, as a condition of employment, shall participate in section (2) and (3) identified in article 17.1 above.
- 17.1.2** It is understood that payment made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under the Employment Insurance Commission regulations.

17.2 The Employer shall pay into a Health Spending Account each year for each teacher the following:

September 1, 2012 - \$750/year;

September 1, 2014 - \$825/year;

September 1, 2015 - \$900/year.

The Health Spending Account shall be administered by ASEBP and the Employer will assume the cost of administering the plan.

17.2.1 For those teachers employed as of October 31, the Employer will deposit the full amount of the HSA no later than November 30.

17.2.2 For those teachers hired after October 31 through the interim or temporary contract, the following will apply:

17.2.2.1 A teacher on interim or temporary contract employed by the Employer the following September will receive the prorated HSA amount the following year.

17.2.2.2 A teacher on interim or temporary contract for less than a year and not returning the following year will be entitled to a prorated HSA that will be administered by the division.

17.3 When a teacher participating in the ASEBP early retirement package or other form of retirement benefit package is employed by the Employer, the Employer will pay the teacher the amount the Employer would be required to contribute to the teacher benefit premiums if that teacher were to be enrolled under article 17.1.

Article 18 - Grievance Procedure

18.1 Any difference between any teacher covered by this agreement and the Employer, or, in a proper case between the Local of the Association and the Employer concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall without stoppage of work or refusal to perform work, be dealt with as follows:

18.1.1 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions is mandatory. If the respondent fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

18.2 Step A - Such difference (hereinafter called "a grievance") shall be submitted in writing by the aggrieved within 15 school days from the date of the incident giving rise to the grievance or from the date the aggrieved first had knowledge of the incident, whichever is later, to the secretary-treasurer of the Employer and the chair of the Local economic policy committee. Such submission shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought. The secretary-treasurer of the Employer shall meet with the grievor and their representative within 10 school days with the objective of solving the matter informally.

18.3 Step B - If the aggrieved is not satisfied with the disposition of their grievance, or if no decision has been rendered within five school days after the presentation of the grievance to the secretary-treasurer, the aggrieved shall submit the grievance to a grievance committee as hereinafter provided. Such grievance committee shall be composed of two representatives of the Employer. A quorum of this committee shall consist of all members. The grievance committee shall meet and hear a presentation from the aggrieved and/or a representative. The committee shall endeavour to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission, and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information.

18.4 Step C

- 18.4.1** If the grievance committee does not reach a unanimous or any decision within the said time or the aggrieved is unsatisfied with the decision of the Employer, then either party may by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
 - 18.4.2** 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 chairman. In the event of any failure to appoint, any party may request the director of mediation services to make the necessary appointment.
 - 18.4.3** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
 - 18.4.4** The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement 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.
 - 18.4.5** The findings and decision of a majority of the arbitration board is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
 - 18.4.6** The arbitration board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that the time period may be extended by written consent of the parties.
 - 18.4.7** Each party to this grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
 - 18.4.8** All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 18.5** (a) In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Employer) a party fails to take necessary action within the time limits specified the grievance shall be deemed to be at an end.
- (b) Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

Article 19 - Northern Travel Benefit

- 19.1** Provided that all requirements of Revenue Canada and Alberta Teachers' Retirement Fund have been met, for the purposes of this agreement, \$4,000 (or such maximum allowed by Revenue Canada) of the annual salary as set out in clause 4.2 of this collective agreement shall be considered to be a travel assistance benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.

Article 20 – Preparation Time

- 20.1** The Employer shall not unilaterally impose additional responsibilities that reduce the amount of personal preparation time available during the school day.

Article 21 – General Provisions

21.1 No teacher shall receive a lesser salary than was enjoyed prior to the signing of this agreement.

Article 22 - Temporary Contracts

22.1 Each teacher on temporary contract shall be notified in writing by May 30, whether or not their contract will be renewed for the following school year. In special cases the letter might be non-committal and contain an explanation.

Article 23 - Staff Reduction and Retraining

23.1 No teacher shall have his/her contract terminated due to staff reduction if a suitable position becomes available through staff attrition.

Article 24 - Transfers

24.1 When a teacher, upon request by the Employer, is transferred to another school which requires a change of residence, the Employer will pay receipted expenses to a maximum of \$1,000.

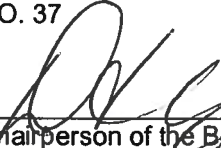
IN WITNESS WHEREOF the parties have executed this agreement this 5th day of March, 2015.

THE ALBERTA TEACHERS' ASSOCIATION

HOLY FAMILY CATHOLIC REGIONAL DIVISION
NO. 37



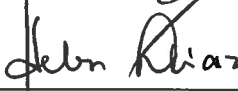
Chairperson of Negotiating Committee



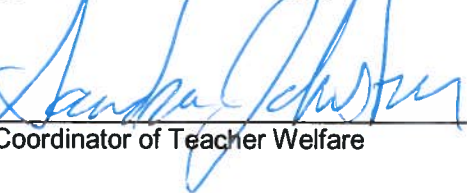
Chairperson of the Board



Greater ATA Local President



Secretary-Treasurer



Coordinator of Teacher Welfare

Appendix A

Return from Medical Leave Certificate

1. Employee Name: _____
2. Job Title/Occupation: _____
3. Current Work Capacity: _____

- Return to work with no Restrictions
- Return to work with Modified Work

Restrictions on work (i.e. Modified hours or modified duties)

Attending Physician: _____ Date: _____

Appendix B

**Certification that Required Medical Leave
Is Due to a New Condition Certificate**

1. Employee Name: _____
2. Job Title/Occupation: _____

I certify that the condition causing the above named person to be absent from work is different than the condition that required them to be absent on the dates of _____.

Attending Physician: _____ Date: _____

Letter of Understanding

The teacher currently holding the administrative designation of Faith Permeation Coordinator shall continue to receive their 2011-2012 administrator allowance until either a) they resign from Holy Family Catholic Regional Division No. 37, or b) the Faith Permeation Coordinator allowance surpasses their current allowance. At such time, they will receive the Faith Permeation Coordinator allowance.

Signed – December 5, 2012

For Holy Family Catholic Reg. Div. No. 37



Kelly Whalen – Negotiations Chair

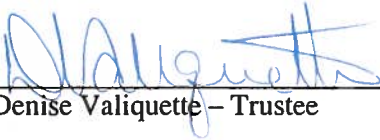
For The Alberta Teachers' Association



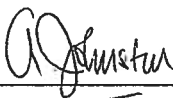
Robert McLeod – NSC Chair



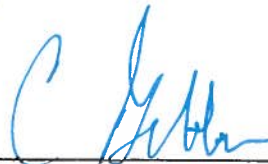
Carmelle Lizée - Trustee



Denise Valiquette – Trustee



Alvin Johnston – ASBA Labour Relations



Chris Gibbon - RBA