

In the matter of collective bargaining between  
HOLY FAMILY CATHOLIC REGIONAL DIVISION NO 37  
and  
THE ALBERTA TEACHERS' ASSOCIATION

MEMORANDUM OF AGREEMENT  
(January 21, 2014)

The above named parties agree, subject to ratification by the parties, that the following terms of settlement, in addition to the already signed-off agreed-to items documents, and the Framework Agreement constitute the terms of settlement in the current contract negotiations. All other articles/clauses shall remain as per current collective agreement language, excepting editorial amendments as applicable.

As a condition of this settlement, the parties agree to recommend this settlement for ratification by their stakeholders.

To be included in the Collective Agreement as Agreed Items documents (#1-8):

- 1.1 This agreement applies to those ~~employees~~ **teachers** of the ~~Board~~ **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(a) Exclusions – Not withstanding clause 1.1 employees holding the following designations shall be excluded from this agreement:
- Superintendent
  - ~~Assistant Superintendent – Technology and Human Resources~~
  - ~~Assistant Superintendent – Curriculum and Instruction~~
  - ~~Assistant Superintendent (s) – Student Services, and~~
  - any other designations which include the term superintendent with non-teaching duties.
- 3.1 Either party may give to the other not less than sixty (60) days ~~not more than 120 days~~ **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 Change date: "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.

4.2 The Board shall pay all teachers monthly **one-twelfth** (1/12<sup>th</sup>) of the salary rate in effect for that month, on the twenty-fifth (**25<sup>th</sup>**) day of each month or the next banking day, except December when it shall be the third (**3<sup>rd</sup>**) last operational day before Christmas. For the months of July and August, if a teacher requests in writing by April **1<sup>st</sup>**, they shall receive two **one-twelfth** (1/12<sup>th</sup>) payments on or before July **10<sup>th</sup>**.

**Agree to move below Salary Schedule.**

4.2 ~~Salary – Salary Schedule (Effective September 1, 2007 to August 31, 2008.~~

4.2 ~~Delete - Grid and AAWE Language: Salary – Years of Teaching Experience~~

4.2 ~~Delete – Years 1, 2, 3 years of 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 Trustees' Association (**now the Alberta School Boards' Association**) and the Alberta Teachers' Association.

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 **1<sup>st</sup>**, 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 ~~Corporate-Secretary~~ **Secretary-Treasurer** of the Board. In the event that the TQS evaluation is not available in that school year, the teacher shall be paid at not more than year ~~three~~ **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 ~~Corporate-Secretary~~ **Secretary-Treasurer** of the Board within **sixty** (60) calendar days.

6.1.2 ~~Substitute teaching shall not be counted as teaching experience.~~

**NEW: 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 Board. These days may be earned within three (3) consecutive years. Substitute teaching for other Boards shall not be applicable for the administration of this clause.**

- 6.4 **Delete:** No teacher shall receive increments for experience gained while he was not holding a valid teaching certificate or letter of authority.
- 6.5 Each teacher claiming additional teaching experience and each teacher commencing employment with the Board, shall submit a written statement of teaching service from previous employers to the Board within ~~45~~ **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 ~~45~~ **sixty (60)** calendar days.
- 6.5.1 If such evidence is submitted within the ~~45~~ **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.
- 6.5.2 If such evidence is not submitted within the aforementioned ~~45~~ **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 his 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.
- 6.7 The portion of each teacher's maternity leave for which **Supplemental Unemployment Benefit** (S.U.B.) is paid shall count for increment purposes.
- 7.1 Principal – Effective September 1, ~~2007~~ **2012**, in addition to the salary in clause 4, each principal shall receive, monthly, an allowance equal to one-twelfth (**1/12<sup>th</sup>**) of the following schedule.
- 7.2.3 NEW: The administrator or acting administrator, at their discretion shall be provided release time from teaching duties during the period of designation.**
- 7.5 NEW: 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 Board, shall be compensated one two-hundredth (1/200<sup>th</sup>) of his/her their total annual salary for a full day of service or one four-hundredth (1/400<sup>th</sup>) 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.**
- 7.5, New 7.6 NEW: Retention Allowance** – after fifteen (**15**) continuous years of service as a teacher under contract with the Board, a teacher shall be eligible for the following **retention allowance:**

**Old 7.5(c)** ~~Changes in paragraph structure: Continuous years of service is defined as service earned while drawing a pay cheque from the Board. 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 absence shall not be counted in determining the fifteen (15) years of service.~~

**NEW 7.5(c)** **Continuous years of service is defined as service earned while drawing a pay cheque from the Board.**

**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.**

**8.1(b)** Board re-lettered article: Part-time teachers who work ~~0.2~~ **0.5 FTE** or higher are entitled to the same benefits and board contributions under Article 17 as full time teachers. **Part-time teachers who work less than 0.5 FTE are entitled to fifty (50%) per cent benefits and board contributions under Article 17.**

**8.2.1** **NEW: A part-time teacher shall be paid a salary equal to the percentage of his/her their full-time equivalent compared to that of a full-time teacher.**

**8.2.62** **NEW: A part-time teacher's FTE will not be varied by more than .20 FTE without mutual agreement.**

**8.3** ~~Effective the date both parties have ratified the Memorandum of Agreement,~~ **Substitute teachers shall be placed on the grid according to their TQS evaluation, on the fourth (4<sup>th</sup>) consecutive day of substitution for the same teacher.**

**8.3.21** **When a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment.**

**9.4** ~~A certificate of illness from a qualified medical or dental practitioner is required by the Board to support request for sick leave with pay, if the absence exceeds three consecutive days.~~

**NEW WORDING: 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.**

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

**10.2** A leave of absence granted by the Board under clause 10.1 shall be subject to the **following** conditions and understanding:

**10.2(d).4** that the teacher will return to regular duty with the Board at the opening of schools for the next school year or for the next half school year, as the case may be ~~and shall not~~

~~resign or retire from service of the Board for a period of two years after return from the leave of absence.~~

- 10.2(e).5 **NEW: A teacher who is granted educational leave shall give an undertaking in writing to return to ~~his or her~~ their duties following the expiry of ~~his or her~~ their leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of at least two years after resuming duties.**
- 10.6 Should a teacher by mutual agreement, resign or retire from the service of the Board before completing ~~his or her~~ their two (2) years of service following such leave, the repayment of educational leave salary with interest, as charged by the bank where the Board transacts its business, shall be made to the Board on a ~~pro rata~~ prorated basis
- 11 ~~Article 11 – Professional Growth Allowance~~ changed to **Article 11 – Tuition Assistance Allowance**
- 11.3 **NEW: Tuition Assistance Allowance is not available to those teachers on approved Educational Leave as per clause 10.3**
- 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 provided that:
- 13.1(a).1 ~~The teacher finds a suitable substitute.~~ **NEW: A substitute is available.**
- 13.1(b).2 A planned program is available for the substitute.
- 13.1(c).3 The notice is submitted in writing to the Principal.
- 13.2 Each teacher may accumulate personal days to a maximum of five (5). ~~Upon written request to the Superintendent, more than two (2) consecutive days may be taken.~~
- ~~13.3~~.1 **NEW: 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.**
- New13.4 **NEW NUMBERING:** Notwithstanding article 13.1 and 13.3, 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.

- 13.4 **MOVE: article 13.4 to article 16.9 Maternity Leave, Parental Leave, and Adoption Leave**
- 13.5 **MOVE: article 13.5 in its entirety to article 14 as 14.3 Other Leaves**
- 14 ~~Article 14 – Other Leave~~ change to **Article 14 – Other Leaves**
- 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 ~~other~~ **another** relative who is a member of the household, bereavement and/or compassionate leave with pay will be granted as follows:
- 17.1.1 ~~All teachers shall, as a condition of employment, participate in the plans identified in clause 17.1 above unless excused by the superintendent of schools if requested by the teacher.~~  
  
**All teachers, as a condition of employment, shall participate in Plans 2 and 3 identified in article 17.1 above.**

**January 21, 2014: Case Management Arbitrator (Memorandum of Agreement document):**

In addition to the Agreed Items documents (#1-8) already signed off by the parties, the following constitute mutual agreement between the parties in the current contract negotiations. All other articles/clauses shall remain as per the current collective agreement language, excepting editorial amendments as applicable.

- A. Effective September 1, 2014, clause 7.1 shall be amended to increase the base allowance by \$750.00/year.**
- B. Effective September 1, 2014, clause 9.6.1 shall be amended to include parent-in-law and members of the immediate household.**
- C. Effective September 1, 2014, clause 16.3(a)(i) shall be amended to provide a one-hundred (100%) percent SUB Plan.**
- D. Effective September 1, 2104, clause 17.2 shall be amended to increase the Health Spending Account (HSA) to \$825.00/year. Effective September 1, 2015, increase the Health Spending Account (HSA) to \$900.00/year.**
- E. NEW: A teacher who is engaged by an Alberta Teachers' Association Convention Association 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.**
- F. As a condition of this settlement, the parties agree to recommend this settlement for ratification by their stakeholders.**

February 21, 2014