

## MEMORANDUM OF AGREEMENT

The Holy Spirit Roman Catholic Separate School Division

and

The Alberta Teachers' Association

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the first of the month following ratification.

The undersigned representatives of the parties do hereby agree to recommend acceptance to their respective principals of the following changes to the Collective Agreement between the above-noted parties.

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Add the following to "Article 3 – Salary":

### 3.7 Long Service Incentive

3.7.1 A teacher, upon achieving twenty-five (25) and thirty (30) years of service with the Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25th) or thirtieth (30th) year of service. If not used, this day will not be paid out or carried forward to a future school year. Substitute teacher coverage will be provided for this day, if required.

*Note: The following provision will be effective one-time only and will not be included as language in the collective agreement:*

Effective in the 2024/25 school year, all continuous contract teachers who are above thirty (30) years of service and have not received a leave day under clause 3.7.1 shall be granted one (1) day leave with pay in recognition of their long service with this division.

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Amend clause 3.6 as follows:

### 3.6 Other Allowances

3.6.1 A teacher, who is not in receipt of an administrative or supervisory allowance, and who agrees to render service during the summer vacation period, at the written request of the superintendent, shall be paid 1/200 of their total annual salary for each day of work.

**3.6.1.1 When new teacher orientation is scheduled outside of the division's operational calendar, this clause shall apply for all teachers who attend the orientation.**

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**Amend clause 4.4 “Acting/Surrogate Administrators – Compensation” as follows:**

- 4.4.1 ~~The parties agree to refer the issue of coverage in schools when administrators are away from the school building to the Teacher Board Advisory Committee (TBAC).~~ In the absence of the principal and associate principal for each half day, a teacher shall be designated by the superintendent or designate to be an acting principal and shall be paid, **on a half day basis, 1/400 of the associate principal’s allowance. On the 6<sup>th</sup> or subsequent days the acting administrator shall be paid 1/400 of the principal’s allowance for each half day.**

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**4.6 Other Administrator Conditions**

- 4.6.1 School-based principals will be granted two (2) paid leave days per school year, at a time mutually agreeable to the principal and the Superintendent or designate. Failing agreement about where the dates are mutually agreeable to the principal and the Superintendent, the School Division shall pay out the unused paid leave days at 1/200th of the principal’s annual salary and allowance by the end of June each year.
- 4.6.1.1 Principals shall be granted one (1) additional day of leave with pay and benefits in each a school year, at a time mutually agreeable to the Principal and the Superintendent or designate. This day will have no payout option available.**
- 4.6.1.2 If the three (3) leave with pay days are not taken within the school year, the School Division will pay out a maximum of two (2) unused leave with pay days at the rate of one two-hundredth (1/200th) of the Principal’s annual salary and Allowance by the end of June of each year.**
- 4.6.2 Two (2) lieu days with pay and benefits will be provided to associate principals in each school year. **One of these days may be carried forward to the following school year.** The lieu day will be accessed by associate principals with the mutual agreement of the Superintendent. Substitutes, when needed, will be paid for by the School Division.

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**Add the following to “Article 5 - Other Substitute Teacher Conditions”:**

- 5.4 When a substitute teacher is hired, they will follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator or a teacher of less than 1.0 FTE. Notwithstanding, the school administration may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.
- 5.5 Occupational Health and Safety
- 5.5.1 Where a substitute teacher has taught at least twenty (20) days in the division in a school year, and where the substitute teacher has completed all employer-required Occupational Health and Safety modules by May 31 of the school year, an amount equal to 50 per cent of the full-day rate in clause 5.1.3 **for up to 3.5 hours.** This will be paid on the final pay period of the school year.

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**Add the following to “Article 6 – Part-Time Teachers”:**

- 6.3 A part-time teacher’s assignment should be contiguous. In the event that a part-time teacher’s assignment is not contiguous, a written rationale of the decision will be provided if requested by the teacher, and the teacher will have the opportunity to appeal the assignment with the Deputy Superintendent.

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**Amend clause 9.2.7 “Professional Development Fund” as follows:**

- 9.2.7 The local agrees to provide an **ATA provincially-prepared financial statement**, compliant with the applicable Canadian accounting standards, of the Professional Development Funds by November 30<sup>th</sup> each year.

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**Amend clause 14.2 Convocation and University Exams Leave:**

- 14.2.1 For the purpose of writing university examinations - one (1) day  
14.2.2 While participating in **teacher’s own university convocation exercises** – one (1) day  
14.2.3 **For attendance at the high school graduation ceremony of the teacher’s child, if the graduation is being held during the operational day** – one (1) day  
14.2.4 **For attendance at convocation ceremonies at an accredited post-secondary institution at which the teacher’s child or spouse is graduating from** – one (1) day.

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**Amend clause 17.1 as follows:**

- 17.1 A teacher authorized or assigned by the School Division, ~~on a continuous basis, to travel by automobile between two schools in order to perform the regular duties related to their teaching assignment~~ shall be reimbursed at the kilometer rate established for Trustees by the school division. **This clause will not apply to teachers’ travel to report to their regular place of work.**

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**Add the following to “Article 17 – Employment”:**

**17.4 Teacher Board Advisory Committee**

- 17.4.1 The School Division ~~and Senior Administration~~ and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators through a Teacher Board Advisory Committee.

~~17.4.2. The parties agree to the continuation of the teacher board advisory committee.~~

- 17.4.2. The purpose of the teacher board advisory committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters

for discussion may include educational policy changes, administrative procedures, changes to the condition of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiation or active grievances will not be discussed by this committee.

- 17.4.3 The local will have an opportunity to provide feedback on the division's operational calendar prior to its final approval by the school division each year.
- 17.4.4. The teacher board advisory committee shall consist of up to five (5) authorized representatives of the Association and up to five (5) authorized representatives of the School Division Board of Trustees and Senior Administration.
- 17.4.5. This committee will endeavour to meet a minimum of twice per year. Notwithstanding, the committee shall meet within thirty (30) calendar days of written request from either party.

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**Amend "Letter of Understanding #9—Retiring teacher's substitute application" as follows:**

Teachers retiring from the School Division will be provided with the opportunity to apply to the substitute teacher list prior to retirement without having to submit a new police information check/vulnerable sector search (**except where required by Section 229.1 of the Education Act**), intervention record check, or a pastoral reference to the School Division. The School Division retains the right to determine whether to accept the retiring teacher as a substitute teacher.

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**NEW Letter of Understanding on Staffing and Transfers**

The Employer will ensure that teachers are provided with an annual opportunity to identify interest in a transfer to a different location within the School Division, subject to Administrative Procedure 407 – Assignment and Transfer of Teachers.

The Employer will also develop a Staffing Guide, post it to the school division website no later than August 31, 2024, and distribute it to teachers annually via email. The staffing guide will include information on:

- How staffing processes and timing align with the school board's annual planning and budget processes;
- Transfer and internal job opportunity processes, including when/how teachers will have an opportunity to engage school division administrators on their interest in a transfer or internal job opportunity;
- Information on the process for movement from part-time to full-time positions; and,
- Information on accessing and applying on postings through Apply to Education.

This Letter of Understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

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### **NEW Letter of Understanding on Expense Claims**

The parties agree that teachers should not be out of pocket for expenses necessary to support student success and the operation of the school division.

A committee with equal representation from the school division administration and ATA Local #5 will meet during the life of this agreement to review Administrative Procedure 517 – Expense Reimbursement to ensure processes and limits related to reimbursements for incidental materials and supplies are appropriate, responsive, and aligned with relevant accounting standards.

In the interim, an opportunity will be provided for a teacher to express any concerns with their expense claim to the superintendent.

This Letter of Understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

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### **NEW Letter of Understanding – Substitute Teacher Travel Allowance**

Effective date of local ratification, where a substitute teacher is working in Bow Island or Pincher Creek, the substitute teacher shall be paid a travel allowance of \$30 per day.

This allowance only applies to substitute days compensated at the daily rate in clause 5.1. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts. If a teacher on contract is providing service exclusively as a substitute teacher on a day they are not providing service on contract, they will be eligible for this allowance.

This Letter of Understanding expires on the date of ratification of the local agreement that follows the 2020-24 agreement.

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### **NEW Letter of Understanding – Extra Curricular**

The Employer and the Association both acknowledge the value of extra-curricular activities in enriching our school communities.

Teacher participation in extracurricular activities is voluntary.

This Letter of Understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

**NEW Letter of Understanding – School Day Timing**

The school division will provide annually (no later than September 30), in a format mutually agreeable to the school division and ATA Local #5, a document summarizing the start, end, midpoint and break times for schools within the division.

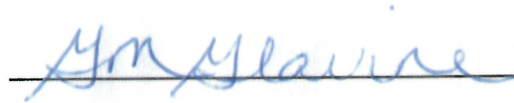
This Letter of Understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

Signed 2024 02 15

For Holy Spirit Catholic Schools

For the Alberta Teachers' Association

  
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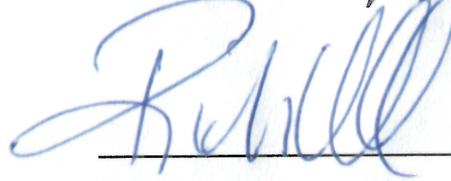
  
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