

## MEMORANDUM OF AGREEMENT

The Livingstone Range 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 September 1, 2023.

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: Teacher Compensation”:**

### **3.6 Other Rates of Pay**

#### **3.6.1 Service Outside the Operational Calendar**

3.6.1.1 Effective on ratification of local terms, when requested in writing by the Employer, a teacher not in receipt of an administrative allowance who agrees to render service outside of the divisional operational calendar shall be paid at the rate of 1/200<sup>th</sup> of their grid placement per full day, or 1/400<sup>th</sup> per half day (less than three hours).

3.6.1.2 With mutual agreement, service rendered outside of the divisional operational calendar may be compensated with time in lieu during the subsequent school year.

#### **3.6.2 Summer School**

Effective on ratification of local terms, teachers who provide instruction during summer school shall receive 1/200 of the applicable annual salary for full days and 1/400 of the applicable annual salary for half days.

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**Amend clause 4.6.1 as follows:**

#### **4.6.1 Lieu Days**

4.6.1.1 Principals shall receive **three (3)** days in lieu and assistant principals (vice-principals) shall receive **two (2)** days in lieu for assigned duties undertaken outside of operational days. **Lieu days will not be paid out.**

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**Amend “Article 5 - Other Substitute Teacher Conditions” as follows:**

**5.3 Other Substitute Teacher Conditions**

5.3.1 At the end of each school year, the Employer shall supply to a substitute, upon that teacher’s request, the number of substitute teacher days taught by the teacher during that school year.

~~5.3.2 Substitute teachers with a full-day teaching assignment will not be responsible for supervisory duties above and beyond the schedule of the teacher(s) they are replacing.~~

5.3.23 A substitute teacher will be hired to cover the classes of a teacher designated as acting principal, where reasonably practical.

**5.3.3 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.**

5.3.4 No substitute teacher assignment shall be cancelled later than 6:00 p.m. the evening before unless cancellation is due to inclement weather, cancellation of classes, school closure, or if another similar assignment within a reasonable distance is offered for the same date as the canceled assignment.

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

**5.4 Occupational Health and Safety**

5.4.1 Where a substitute teacher has taught at least ten (10) 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 30 of the school year, an amount equal to 50 per cent of the full-day rate in clause 5.1.4 will be paid on the final pay period of the school year.

5.4.2. It is anticipated that the Occupational Health and Safety modules assigned under clause 5.4.1 will not require more than three hours for completion. Where assigned modules exceed three hours (as estimated by the School Division), the additional time may be compensated at the discretion of the Associate Superintendent, Human & Learning Services.

**5.5 Substitute Teacher Involvement in Divisional Professional Development**

5.5 All substitute teachers on the divisional roster will be invited to participate in Divisional Days and Inter School Collaboration Days.

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

6.4.2. A part-time teacher’s assignment should be contiguous. In the event that part-time teacher’s assignment is not designed to be contiguous, they will be provided with a written rationale of the decision, and will have the opportunity to appeal the assignment to the Associate Superintendent, Human & Learning Services for review.

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**Add the following clause to “Article 8 – Conditions of Practice”**

8.5 The School Division and the Association both acknowledge the value of extra-curricular activities in enriching our school communities. It is recognized that teacher involvement in extracurricular activities is voluntary and therefore does not count as assignable time.

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**Add the following clause to “Article 9 – Professional Development”:**

9.3 The Employer will provide a Professional Development Fund collaboratively administered by the LRSD Professional Development Council and Livingstone Range Local No 14. The Employer will contribute \$55,000 per annum on September 1. There will be a rollover of unused funds, but the total fund amount shall not exceed \$100,000. If a School Division contribution to the fund would cause the fund to exceed \$100,000, the School Division’s contribution will be reduced commensurately.

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**Add the following clause to “Article 14 – Other Leaves”:**

**14.2 Graduation and Convocation Leave**

14.2.1 Effective on ratification of local terms, one (1) day with pay per school year to attend the graduation of the teacher’s child from high school or convocation from a post-secondary institution, if the event falls on an operational day.

14.2.2 Effective on ratification of local terms, one (1) day with pay per school year to attend the teacher’s own convocation at a post-secondary institution, if the event falls on an operational day.

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**Amend “Clause 17.1 – Transfers” as follows:**

17.1 Transfers

17.1.1 All new positions will be posted in schools (except during school holidays), **and on the Apply to Education website**. Positions coming open during the school year may be filled internally or externally, but must be advertised before being filled permanently.

17.1.2 All transfers are subject to the provisions of section 212 of the Education Act.

**17.1.3 The Employer will provide written reasons for an employer-initiated transfer.**

**17.1.4 Teachers may submit requests for transfers by March 31 each year, in a form determined by the Employer. The Employer will consider these requests during staffing and placement processes. Teachers will be notified of the status of their transfer request by June 30 of each year.**

17.1.35 A teacher may appeal a transfer to the Employer. A written appeal must be submitted to the Employer within seven days. The Employer may set a date and time for the hearing requested that is not earlier than 14 days after the teacher receives notice of the transfer unless the teacher agrees in writing to an earlier date.

17.1.46 Nothing in this article prevents a teacher from exercising their right to an appeal of the transfer to the Employer and the courts.

17.1.57 Transfer decisions are subject to the grievance provisions of this collective agreement.

17.1.68 No teacher shall normally be required to accept a transfer of more than 55 kms from the teacher's last school assignment.

17.1.79 When program changes eliminate the availability of a position within the 55 kms restriction, a teacher may be required to transfer further.

17.1.810 Subject to clause 17.1.79, unless a teacher agrees, a teacher cannot be transferred more than 55 kms from the teacher's last school assignment within three calendar years of the last transfer.

17.1.911 All transfers will be done in a fair, just, ~~and~~-reasonable, **and consultative** manner.

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**Add the following Letter of Understanding to the collective agreement:**

Letter of Understanding on Distributed Education

The parties recognize that a Distributed Education Collaboration Committee has been established in accordance with the 2020-24 central table settlement between TEBA and the Association, and that collaborative work is ongoing within the Division to monitor and assess working conditions in the distributed education environment. The parties agree on the importance of ensuring distributed education practices support student and teacher success.

It is recognized that distributed education conditions of practice continue to be a central matter, and that pilot projects should be focused on informing future central negotiations on this matter. Therefore, it is agreed that the Distributed Education Collaboration Committee process **may** result in the following outcomes:

- A summary of information collected during the process, which may include:
  - The number of students, credits, courses or subject areas a teacher may be assigned;
  - The amount of course design and development expected of a teacher;
  - Class composition and complexity in the distributed education environment;

- The amount of non-instructional time that may be assigned to distributed education teachers;
- Appropriate processes and considerations when students do not complete the attempted course;
- Processes and timing for enrolling students in courses or programs.
- Potential changes to local practices that may be implemented without adjustments to the collective agreement;
- Recommendations by the parties to their respective representatives at the central table on future provisions that may be negotiated on distributed education conditions practice.

This letter expires on the date of ratification of the local agreement that follows the 2020-24 agreement, or earlier on the mutual agreement of the parties.

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**Add the following Letter of Understanding to the collective agreement:**

**Letter of Understanding on the Substitute Teacher List**

The parties agree to meet during the life of the agreement to discuss processes and/or parameters that may be implemented to ensure the substitute teacher list reflects the teachers available to render services within the Division. Mutually agreed adjustments to processes and/or parameters will be implemented by August 31, 2024.

This letter expires August 31, 2024.

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**Add the following Letter of Understanding to the collective agreement:**

**Letter of Understanding on the Long Service Recognition Program**

The parties agree to establish a committee with equal representation from the Employer and the Association to review the division's Long Service Recognition Program and make recommendations about how the budget associated with the program may be reallocated to better incentivize long service within the division.

This letter expires August 31, 2024.

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**Add the following Letter of Understanding to the collective agreement:**

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

Effective September 1, 2023 (or the first of the month following ratification, whichever is later), where a substitute teacher lives farther than 60 km one way from the school they are to report to, and the substitute teacher is required to travel more than 60 km (one way) to the school they are to report to, the substitute teacher shall be paid a per day travel allowance as per the table below.

This only applies to the first five (5) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the Employer to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

Mileage (One Way)	Total Daily Travel Allowance
0 km – 60 km	No Travel Allowance
60 km – 90 km	\$30.00
91 km and Over	\$40.00

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

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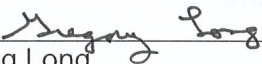
The parties agree to withdraw all other proposals.

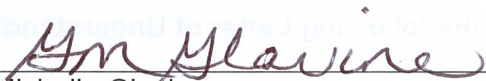
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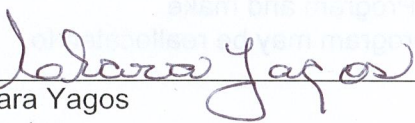
Signed 2023 06 20:

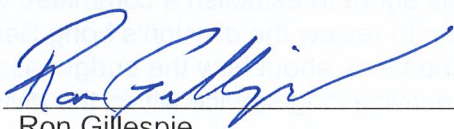
For Livingstone Range School Division

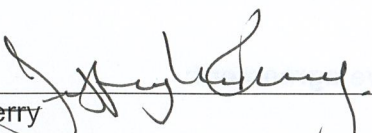
For the Alberta Teachers' Association


  
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Greg Long  
Chair, LRSD Negotiation Committee

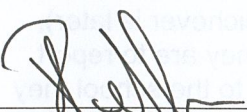
  
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Michelle Glavine  
Representative of the Bargaining Agent

  
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Clara Yagos  
Trustee

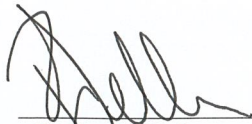
  
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Ron Gillespie  
Chair, Negotiating Sub-Committee

  
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Jeff Perry  
Associate Superintendent, Business Services

  
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Jason Porteous, Secretary, Negotiating Sub-Committee

  
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Richard Feller  
Associate Superintendent, Human & Learning Services

  
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Madison Dovell, Vice-Chair, Negotiating Sub-Committee



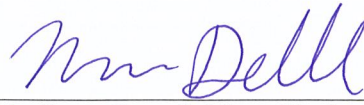
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Richard Feller  
Associate Superintendent, Human &  
Learning Services



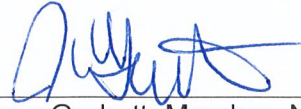
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Brad Toone, Trustee



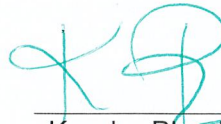
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Madison Dovell, Vice-Chair, Negotiating Sub-  
Committee



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Jenn Garbutt, Member, Negotiating Sub-  
Committee



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Kendra Blumhagen, Member, Negotiating Sub-  
Committee