

Memorandum of Agreement  
Between  
Palliser School Division  
and  
The Alberta Teachers' Association

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The above parties hereby agree that the following constitutes mutual agreement between parties and to recommend acceptance to their principals:

1.2 Excluded Positions

1.2.3 **Deputy Superintendent of Schools**

3.5 Other Rates of Pay

**3.5.2 Service Outside of Operational Days (NEW)**

**3.5.2.1 Teachers who are assigned to work outside of operational days as required by the Superintendent or designate will be compensated at 1/200 of their annual salary per full day of work or 1/400 per half day (three hours or less).**

4.5 Other Administrator Conditions

4.5.1 Lieu Days

4.5.1.1 Two (2) lieu days with full pay and benefits shall be granted to Principals **and one (1) day for Vice-principals (not including colony vice-principals)**. These days will not be carried over and will not be paid out. The principal **and vice-principal** will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu days.

6. Part Time Teachers

**6.2 Contiguous Assignment (NEW)**

**6.2.1 A part-time teacher's assignment should be contiguous. In the event that a part-time teacher's assignment is not made contiguous, they will be provided with a written rationale of the decision.**

7.3 Health Spending Account/Wellness Spending Account

**7.3.1 Upon approval from ASEBP as to date of commencement (after the date of ratification), the School Jurisdiction shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada for the benefit of the teacher, their partner, and dependents. (NEW)**

*7.3.62 The annual contribution to the health spending account shall be \$425725.*

## 9.2 Professional Development Fund

~~9.2.1 The School Jurisdiction shall instruct each school/site to establish an annual professional development fund from the instructional budget. Allocation of the professional development funds shall be the responsibility of the school/site professional development committee including the principal. The fund is to be used exclusively for professional development activities of the certificated teaching staff. The funds shall be disbursed to certificated teachers as follows:~~ **allocate funds on a year-to-year basis to be used exclusively by School Jurisdiction certificated teachers for professional development activities each school year.**

~~(a) Support for teachers to take non-credit courses for the purpose of professional improvement; and~~

~~(b) Expenses for approved seminars, workshops, conferences and specialist councils.~~

9.2.2 The School Jurisdiction contribution to the Professional Development Fund for each full-time equivalent teacher for each of the individual teacher accounts is \$375-425 per year and the school site account is \$125.

**9.2.2.1 Effective September 1, 2020 In the event a carry over in professional development funds exceeds \$300,000 the amount over shall be deducted from the board's annual contribution for that school year.**

**9.2.2.2 Surplus funds from individual teacher Professional Development accounts prior to September 1, 2019 shall not be included in the amount referred to in 9.2.2.1.**

**9.2.2.3 Prior to a teacher accessing any funds from the Professional Development Fund, they must first access any money remaining in their individual teacher Professional Development accounts. When the balance of the individual teacher Professional Development accounts is zero, this clause will cease to exist.**

~~9.2.3 All monies remaining in the fund at the expiry of the budget year shall remain in the fund~~ **A Professional Development Fund Committee comprised of three members authorized by the Local and three members appointed by the School Jurisdiction will be responsible for overseeing and managing the fund.**

**9.2.4 Prior to any use of the Professional Development Fund by a School Jurisdiction certificated teacher, the expenditure must be approved in writing through a process defined by the Professional Development Fund Committee.**

## 12. Private Business/General/Personal Leaves Of Absence

12.1.1 Where the one paid day is not used in a school year, it may be carried forward to **be used in** the next school year but not any further.

12.1.2 **Subject to the operational needs of the school and the availability of a substitute teacher (if required) at the time of the request, A-a request for personal leave under this clause may be granted by the employer.** ~~must be made in accordance with the following conditions:~~

~~a) in writing~~

~~b) on the form established by the School Jurisdiction~~

- e) **a) The teacher must submit the request to the Superintendent or designate, through the teacher's principal or supervisor, in the absence reporting system.**
- ~~d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days;~~
- ~~e) stating the replacement arrangement to be put in place should the requested days be approved, and~~
- ~~f) the availability of a substitute teacher (if required) at the time of the request.~~

12.1.3 Without the permission of **Superintendent or designate** ~~the employer~~ a personal leave under this clause shall not be used:

- a) **if the leave is requested less than 72 hours in advance** ~~in conjunction with any holiday or holiday period exceeding four (4) days including weekends;~~
- b) during any scheduled Parent-Teacher Interview days,
- c) to engage in any activity for financial gain, or
- d) during scheduled professional development days

12.2 *Temporary leave of absence with pay, provided the School Jurisdiction is reimbursed for the cost of a substitute, shall be granted to teachers as follows:*

12.2.1 *Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns. Where possible, at least one day's notice shall be given to the principal, or in the case of a principal, to the Superintendent or his office.*

**12.2.2 The cost of a substitute will be reimbursed to the School Jurisdiction whether a substitute is required or not.**

## 17.2 Information and Files

17.2.4 ~~The School Jurisdiction shall provide each teacher in their employ with a copy of the Alberta School Employee Benefit Plan explanatory booklet, as well as the member's insurance card. A digital copy of the School Jurisdiction's Policy Handbook shall be placed in each staff room~~ **made available to each teacher through the School Jurisdiction's website.** The School Jurisdiction shall post a copy of the collective agreement on the division's website within thirty (30) days after the signing of the agreement by the Association Coordinator of Teacher Welfare.

## Letter of Understanding #X Professional Development Fund Committee Report

**Both parties mutually agree that Letter of Understanding #4 Pilot Project on Professional Development identified in the 2016-2018 Collective Agreement is completed and replaced with the following:**

**The Professional Development Fund Committee Report as identified in Clause 9.2.3 of this Collective Agreement shall produce a report by September 30, 2020 that includes the following:**

- **Terms of reference and operational guidelines for the Professional Development Fund Committee.**
- **Detailed guidelines explaining how certificated teachers access the Professional Development Fund and how the funds are to be used.**
- **A summary of usage of the fund during the 2019-2020 school year.**

- **An explanation of any changes the Professional Development Fund Committee has made to enhance access to the fund while at the same time ensuring the funds are used in a timely manner.**

**Letter of Understanding #X Unspent Site Professional Development Funds**

**The parties agree that any remaining funds allocated to the school site based professional development fund in 9.2.2 of the 2016-2018 Collective Agreement be reallocated on the date of ratification.**

**Half of the funds will be allocated to the Professional Development Fund Committee identified in Clause 9.2.3 of this Collective Agreement to use for the Professional Development of certificated teachers in the School Jurisdiction. The other half will be allocated to the School Jurisdiction.**

**To be deleted:**

~~Letter of Understanding #6—Investigation on Issuing T2200A~~

Signed off articles include:

- 1.2.2 Excluded Positions
- 3.5.2 Service Outside of Operational Days
- 4.5.1 Lieu Days
- 6.2 Contiguous Assignment
- 7.3.1 Health Spending Account/Wellness Spending Account
- 9.2 Professional Development Fund
- 12 Private Business/General/Personal Leaves Of Absence
- 14.8.1 Deferred Salary Leave
- 17.2.4 Information and Files
- **Letter of Understanding #X Professional Development Fund Committee Report**
- **Letter of Understanding #X Unspent Site Professional Development Funds**

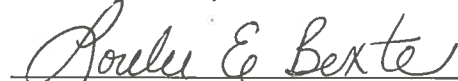
No other amendments to the current agreement except 14.3 Impassable Roads Leave and Inclement Weather Leave (signed 2020 01 20).

IN WITNESS WHEREOF the parties have executed this addendum this 10<sup>th</sup> day of February, 2020.

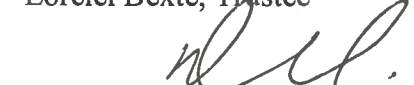
For Palliser School Division



Robert Strauss, Board Chair



Lorelei Bexte, Trustee



Dexter Durfey, Secretary Treasurer



Mike Nightingale, Deputy Superintendent

For The Alberta Teachers' Association



Phil Uren, NSC Chair



Shantel Mohrmann, NSC member



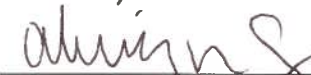
Vanda Rufli, NSC member



Ron Terakita, NSC member



Morey Terry, NSC Member



Anne-Marie Huizing, RBA