

## MEMORANDUM OF AGREEMENT

-between-

THE PARKLAND SCHOOL DIVISION

-and-

LOCAL#10 ALBERTA TEACHERS' ASSOCIATION

The undersigned members of the respective bargaining committees agree as individuals and on behalf of their committee to recommend for ratification the attached amendments to the collective agreement between the entities described above. This attached memorandum constitutes the entire agreement between the parties.

ARTICLE	TITLE	
<b>Article 4</b>	<b>Administrator Allowances and Conditions of Practice</b>	<b>Addition: Deadline</b>
<b>4.4.3</b>	At the end of the current school year, if a teacher has been in an acting principal capacity for more than five (5) non-consecutive days, the teacher will be paid for all days acting after the fifth (5th) non-consecutive day. The onus is on the teacher to submit the acting form to <a href="#">Payroll</a> for processing. <a href="#">Deadline for form submission is June 30<sup>th</sup>.</a>	<b>Replace : Human Resources with Payroll</b>
<b>4.4.5</b>	<b>Administrator Allowances and Conditions of Practice</b>	<b>Addition: Deadline</b>
	At the end of the current school year, if an assistant principal has been in an acting principal's capacity for more than ten (10) non-consecutive days, the assistant principal will be paid for all days acting after the tenth (10th) non-	<b>Replace: Human Resources with Payroll</b>

consecutive day. The onus is on the assistant principal to submit the acting form to [Payroll](#) for processing. [Deadline for form submission is June 30<sup>th</sup>.](#)

#### 4.7.1.1

#### **Administrator Allowances and Conditions of Practice**

**Correction: Add Assistant Principal**

4.7.1.1 Principals and Assistant Principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal/assistant principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal/assistant principal and the superintendent, the School Jurisdiction shall pay out the unused paid leave days at 1/200th of the Principal/~~Assistant~~ **Principal's** annual salary and allowance by the end of June each year.

#### Article 7

#### 7.1.3

#### **Health Spending Account/[Wellness Spending Account](#)**

**Addition**

*The School Jurisdiction will establish a Health Spending Account (HSA)/[Wellness Spending Account \(WSA\)](#) for each of its eligible teachers that adheres to Canada Revenue Agency (CRA) requirements. Any unused balance in the HSA/[WSA](#) at the end of a school year will be carried forward to the extent permitted by the CRA. Teachers who are no longer employed by the School Jurisdiction forfeit any remaining balance in the HSA/[WSA](#).*

**Add: Wellness Spending Account (WSA)**

*(a) Eligible teachers shall be teachers who are employed by the School Jurisdiction on continuing, probationary, interim or temporary contracts, including teachers on extended disability leave and subject to the limitations of 7.3.1(b). Eligible teachers who are on sick leave or extended disability leave receive HSA/[WSA](#) credits. Teachers who are on unpaid leaves of*

*absence of thirty (30) days or more will not receive HSA/[WSA](#) credits.*

*(b) (i) For the 2006-07 school year, part-time teachers below 0.5 FTE are not eligible for HSA/[WSA](#) credits except for those teachers below 0.5 FTE who received HSA/[WSA](#) credits during the 2005 – 2006 school year and who will be grandfathered for the duration of this Collective Agreement and continue to be eligible for HSA/[WSA](#) credits.*

*(b) (ii) For the 2007 – 2008 school year, teachers with 0.2 FTE or greater but less than a 0.5 FTE (other than those teachers grandfathered under 7.3.1(b)(i) above) are eligible for HSA/[WSA](#) credits pro-rated according to their FTE. Such eligibility for the 2007 – 2008 school year will apply to the subsequent school years in this Collective Agreement.*

#### 7.1.4

*HSA/[WSA](#) shall be in the annual amount of \$744 credited at \$62 per month, for each eligible teacher.*

### Article 10

#### 10.4.2

#### **Sick Leave/Medical Certificates and Reporting**

**Replace: Thirty with Twenty**

Teachers in their second and subsequent consecutive years of employment shall be required to present a medical certificate within ~~thirty (30)~~ **twenty (20)** calendar days of the start of the absence.

#### 10.5

#### **Sick Leave/Medical Certificates and Reporting**

**Change: Upon Submission of Absence Request**

A teacher who is absent shall be required to record, in the attendance management system, the reason for every absence [upon submission of absence request](#).

## Article 14

### 14.3.1

#### Wedding/Convocation

Wedding/Convocation – Temporary leave of absence shall be granted by the School Jurisdiction, with pay, in the event a teacher wishes to attend the teacher's own wedding, convocation or graduation from a post-secondary institution time up to one (1) day. Provided this event occurs on a working day.

**Addition: Provided this event occurs on a working day**

### 14.4.1

#### Road Condition Delay

Temporary leave of absence shall be granted by the School Jurisdiction, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment from the teacher's normal place of residence, encounters a delay in reaching work due to road or public highway conditions. The teacher will be entitled to salary subject to a recommendation from the principal and approval from the superintendent of schools. If the principal or superintendent of schools rejects the teacher's request for salary payment, the superintendent of schools shall communicate with the teacher indicating in writing their reasons for the rejection. The superintendent of schools shall consult with the teacher and principal before any final decision is made and that decision will be based on each individual case.

**Change: Impassable Road to Road Condition Delay**

**Add: Reasonable**

**Change: delay in reaching work due to road or public highway conditions.**

## Letter of Understanding

#### Admin Condition of Practice Committee

#### Addition

**Letter of Understanding – A joint committee of three representatives selected by and from Parkland Local 10 and three members selected by the employer. The intent of the committee is to explore the**

conditions of practice of  
administrators. The committee will  
conclude with a report to Parkland  
Teacher's Local No 10 and The  
Parkland School Division by August  
31, 2020.

**Article 6**

**Part-Time Teachers**

**Addition/New**


**6.2**


**Contiguous Assignment**


Part-time teachers will be scheduled in a  
contiguous assignment unless both  
parties come to a mutual agreement.


Signed this 6 day of March, 2020


**For the Employer:**


  
\_\_\_\_\_  
Scott McFadyen

  
\_\_\_\_\_  
Shae Abba


  
\_\_\_\_\_  
Mark Francis


  
\_\_\_\_\_  
Eric Cameron


  
\_\_\_\_\_  
Darlene Clarke

  
\_\_\_\_\_  
Anne Montgomery

**For the Association:**

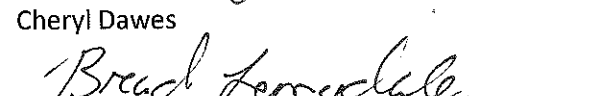
  
\_\_\_\_\_  
James Gerun

  
\_\_\_\_\_  
Scott Onuczko

  
\_\_\_\_\_  
Shauna Fleming

  
\_\_\_\_\_  
Paul Huedepohl

  
\_\_\_\_\_  
Cheryl Dawes

  
\_\_\_\_\_  
Brad Langdale



**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

4.4.3 At the end of the current school year, if a teacher has been in an acting principal capacity for more than five (5) non-consecutive days, the teacher will be paid for all days acting after the fifth (5th) non-consecutive day. The onus is on the teacher to submit the acting form to [Payroll](#) for processing. [Deadline for form submission is June 30<sup>th</sup>.](#)

DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:



\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:



\_\_\_\_\_  
James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**


4.4.5 At the end of the current school year, if an assistant principal has been in an acting principal's capacity for more than ten (10) non-consecutive days, the assistant principal will be paid for all days acting after the tenth (10th) non-consecutive day. The onus is on the assistant principal to submit the acting form to Payroll for processing. [Deadline for form submission is June 30<sup>th</sup>.](#)

DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:

  
\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:

  
\_\_\_\_\_  
James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

Housekeeping Correction :4.7.1.1 Principals and Assistant Principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal/assistant principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal/assistant principal and the superintendent, the School Jurisdiction shall pay out the unused paid leave days at 1/200th of the Principal/Assistant Principal's annual salary and allowance by the end of June each year.

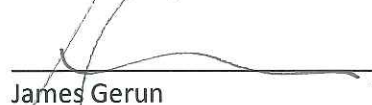
DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:



Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:



James Gerun



**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**7.1 Health Spending Account/Wellness Spending Account**

**7.1.3** *The School Jurisdiction will establish a Health Spending Account (HSA)/Wellness Spending Account (WSA) for each of its eligible teachers that adheres to Canada Revenue Agency (CRA) requirements. Any unused balance in the HSA/WSA at the end of a school year will be carried forward to the extent permitted by the CRA. Teachers who are no longer employed by the School Jurisdiction forfeit any remaining balance in the HSA/WSA.*

*(a) Eligible teachers shall be teachers who are employed by the School Jurisdiction on continuing, probationary, interim or temporary contracts, including teachers on extended disability leave and subject to the limitations of 7.3.1(b). Eligible teachers who are on sick leave or extended disability leave receive HSA/WSA credits. Teachers who are on unpaid leaves of absence of thirty (30) days or more will not receive HSA/WSA credits.*

*(b) (i) For the 2006-07 school year, part-time teachers below 0.5 FTE are not eligible for HSA/WSA credits except for those teachers below 0.5 FTE who received HSA/WSA credits during the 2005 – 2006 school year and who will be grandfathered for the duration of this Collective Agreement and continue to be eligible for HSA/WSA credits.*

*(b) (ii) For the 2007 – 2008 school year, teachers with 0.2 FTE or greater but less than a 0.5 FTE (other than those teachers grandfathered under 7.3.1(b)(i) above) are eligible for HSA/WSA credits pro-rated according to their FTE. Such eligibility for the 2007 – 2008 school year will apply to the subsequent school years in this Collective Agreement.*

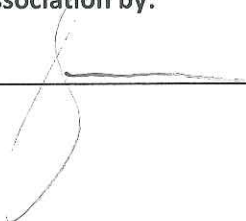
**7.1.4** *HSA/WSA shall be in the annual amount of \$744 credited at \$62 per month, for each eligible teacher.*

DATED THIS 6 DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:



Signed on behalf of the Alberta Teachers'  
Association by:



**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**ARTICLE 10 SICK LEAVE/Medical Certificates and Reporting**

10.4 A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of more than three (3) consecutive days, shall be required to present a medical certificate to the superintendent or designate upon return from absence.:

10.4.1 Teachers in their first year of employment shall be required to present a medical certificate within fourteen (14) calendar days of the start of the absence.


10.4.2 Teachers in their second and subsequent consecutive years of employment shall be required to present a medical certificate within ~~thirty (30)~~ **twenty (20)** calendar days of the start of the absence.

DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:

  
\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:

  
\_\_\_\_\_  
James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**ARTICLE 10 SICK LEAVE/Medical Certificates and Reporting**

10.5 A teacher who is absent shall be required to record, in the attendance management system, the reason for every absence [upon submission of absence request](#).

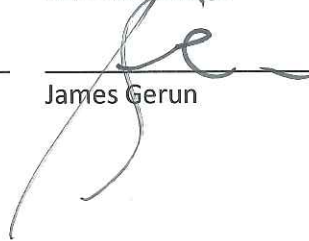
DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:



Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:



James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

14.3 Wedding/Convocation

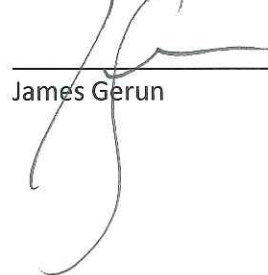
14.3.1 Wedding/Convocation – Temporary leave of absence shall be granted by the School Jurisdiction, with pay, in the event a teacher wishes to attend the teacher's own wedding, convocation or graduation from a post-secondary institution time up to one (1) day. **Provided this event occurs on a working day.**

DATED THIS 5<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:

  
\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:

  
\_\_\_\_\_  
James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**14.4 Road Condition Delay**

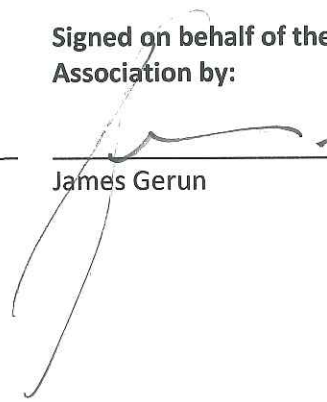
14.4.1 Temporary leave of absence shall be granted by the School Jurisdiction, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment from the teacher's normal place of residence, encounters a delay in reaching work due to road or public highway conditions. The teacher will be entitled to salary subject to a recommendation from the principal and approval from the superintendent of schools. If the principal or superintendent of schools rejects the teacher's request for salary payment, the superintendent of schools shall communicate with the teacher indicating in writing their reasons for the rejection. The superintendent of schools shall consult with the teacher and principal before any final decision is made and that decision will be based on each individual case.

DATED THIS 6<sup>th</sup> DAY OF March, 2020.

**Signed on behalf of The Parkland School  
Division by:**

  
\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

**Signed on behalf of the Alberta Teachers'  
Association by:**

  
\_\_\_\_\_  
James Gerun



**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**1. Administrators Local**

Proposal:

- Letter of Understanding – A joint committee of three representatives selected by and from Parkland Local 10 and three members selected by the employer. The intent of the committee is to explore the conditions of practice of administrators. The committee will conclude with a report to Parkland Teacher's Local No 10 and The Parkland School Division by August 31, 2020.

DATED THIS 6 DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:

  
\_\_\_\_\_  
Scott McFadyen, Associate Superintendent

Signed on behalf of the Alberta Teachers'  
Association by:

  
\_\_\_\_\_  
James Gerun

**THE PARKLAND SCHOOL DIVISION  
AND  
LOCAL #10 ALBERTA TEACHERS' ASSOCIATION**

**PART TIME TEACHERS**

Contiguous Assignment

Part-time teachers will be scheduled in a contiguous assignment unless both parties come to a mutual agreement.

DATED THIS 6<sup>th</sup> DAY OF March, 2020.

Signed on behalf of The Parkland School  
Division by:



Signed on behalf of the Alberta Teachers'  
Association by:

