

**Mediator Recommendations For Terms  
Of Settlement**

**The Palliser School Division**

**and**

**The Alberta Teachers' Association**

The terms of this document, if ratified by both parties, constitute full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the date of local ratification.

**Add the following to “Article 3 – Salary”:**

**NEW 3.7 Long Service Incentive**

**3.7.1 Effective date of local ratification, 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) and 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.*

Year of Implementation only: Long service implementation for continuous contract teachers who are above thirty (30) years of service with the division shall be granted one (1) day leave with pay in recognition of their long service with this division. This is a one-time only item at implementation to capture and recognize teachers who have provided beyond the long service time frames recognized in this new clause, and will therefore not be recognized.

**3.8 Teacher Assigned to Multiple Locations**

**3.8 A teacher required to teach in two (2) or more schools in one (1) day shall be paid the per km rate or travel allowance that exceeds the normal daily return travel to and from their designated locations. Excess kilometers may be claimed at the rates set by the board annually and published as the Board of Trustees remuneration.**

**ARTICLE 4.1 – Creation of New Designation**

**NEW: 4.1.7 Coordinator Allowance**

**In addition to their salary in Article 3.2.3, each Coordinator shall receive an allowance of \$25,000 annually.**

**ARTICLE 4.5.1 – Lieu Days**

**Repeal and Replace Clause**

4.5.1.1. ~~Effective until March 17, 2020, two (2) lieu days with full pay and benefits shall be granted to Principals. These days will not be carried over and will not be paid out. The Principal will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu days.~~

~~Effective March 17, 2020, 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.~~

**Effective September 1, 2023, three (3) lieu days with full pay and benefits shall be granted to Principals and two (2) lieu days with full pay and benefits shall be granted Vice Principals (not including Vice Principals in Hutterite schools). 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 day(s).**

**ARTICLE 5.3 – Other Substitute Teacher Conditions**

**NEW**

**5.3.2 Division Directed Training Development**

**5.3.2.1 Any substitute teacher what has worked for the School Division for 25 days or more on May 31 of each year, who has been directed by the Division to complete OH&S Training modules, will be paid half of the daily substitute rate for up to 3.5 hours of assigned training. In the event that the assigned OH&S training modules take beyond 3.5 hours, a full daily substitute rates shall be paid.**

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

**5.3.3 All active substitute teachers within the Division will be invited to participate in the division-wide professional development days.**

**NEW**

**5.3.4 Assigned Duties of Teacher Replacing:**

**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 (part-time). Notwithstanding, the school administration may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.**  
**Article 6.4 – Alteration of Part-Time Equivalent**

**NEW**

Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus 0.3 FTE in the period between September 1 and June 30 in given school year without the agreement of the teacher.

**ARTICLE 7.4 – Other Group Benefits**

**NEW**

**7.4.2 Payroll Deductions for Savings: The Employer will make available the Alberta Teachers' Association Retirement Savings Plan through its payroll deduction system. For employees who choose to participate in this savings plan, the employer will deduct the amount directed by the employee and submit only that amount to the plan. The employer is under no obligation, now or into the future, to contribute additional funds from the School or Divisional budget on behalf of the employee.**

**NEW**

**7.4.2.1 Notwithstanding 7.4.2, the teacher and the Association agree to hold harmless and indemnify the employer from any deduction or withholdings for, or in respect of, any tax arising from the administration, and/or facilitating the participation in, the Alberta Teachers' Association Registered Savings Plan.**

**ARTICLE 8.4 – School Calendar**

**AMEND**

8.4.1 The School Jurisdiction shall notify the local executive ~~90~~ **(60)** days prior to changes to the Board approved school calendars, except when mutually agreed upon between the local executive and the School Jurisdiction.

**Discretionary Leave**

**NEW**

**14.7.2 Teachers accessing discretionary leave of absence will be returned to their assignment where possible and available, if the leave is within the same school year. Leaves that extend beyond the school year will not be guaranteed a return to their previous assignment. A written rationale will be provided in cases whereby a teacher is not returned to their assignment.**

**14.8 Deferred Salary Leave Plan**

**AMEND**

**14.8.1 The School Division shall offer to all teachers on a continuing contract a Deferred Salary Leave Plan as approved by the Canada Revenue Agency.**

**14.9 Additional Parental Leave**

**NEW**

**14.9.1 In addition to the Parental Leave provided for in Clause 11.2, teachers shall, upon written request, be granted an additional parental leave without pay or benefits for up to an additional fifty-two (52) weeks at the discretion of the superintendent or designate.**

**14.9.2 Requests for additional parental leave must be made no later than three (3) months prior to the commencement of the additional parental leave.**

**14.9.3 Where additional parental leave is granted, the leave:**

- (a) will commence immediately following a parental leave under clause 11.2; and,**
- (b) will terminate at the end of the school year or on a date that is mutually agreeable between the teacher and the superintendent or designate.**

**14.9.4 Upon expiration of the leave, the division shall endeavor to reinstate the teacher in the position or school site the teacher occupied at the time the leave commenced. If not possible, the teacher will be provided with an alternative position of a comparable nature.**

**14.9.5 The teacher may terminate the leave at any time. The teacher shall give the Employer no less than five (5) weeks notice, in writing, of the intended date of return.**

**ARTICLE 17.1 – Transfers**

**AMEND**

**17.1.1 The School Division, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of ~~\$4000~~ **two thousand two hundred and fifty dollars (\$2,250)**, provided that the teachers finds it necessary to relocate the teacher's place of residence to the new community.**

**NEW**

**Extra-Curricular Activities - LOU**

**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.**

**NEW**

**8.6 Colony School Information Technology**

**8.6.1 Teachers assigned to teach in a colony school shall be provided with a computer by the Employer while they are employed with the school division to allow the teacher to fulfill the expectations of the Employer.**

**8.6.2 Retroactive to September 1, 2023, teachers assigned to teach in a colony school shall be provided a \$360 per year internet allowance to allow the teacher to fulfill the expectations of the Employer.**

**Letter of Understanding – Substitute Teacher Travel**

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

**The parties agree to meet in a collaborative capacity to discuss issues around substitute teachers. Two (2) members from the ATA, as designated by ATA Local 19, will attend. If substitute teacher coverage is required for ATA attendance, they will be covered by the Employer. The members attending these discussions on behalf of the Employer will be the superintendent or designate, and one other member of central office executive as determined by the superintendent.**

**The parties will review and discuss potential improvements and current challenges as it relates to Substitute Teacher travel, availability, fill-rates of substitute jobs, attraction and retention of substitute teachers, and any further issues that arise from committee discussion.**

**The data and options discussed shall be compiled into a report. The final report will be provided to the Board of Trustees and the ATA Local 19 Executive. The final report shall be completed 30 working days from the conclusion of the last scheduled meeting.**

**Either party can bring forward outstanding issues or concerns for resolution in the next round of local negotiations, or if jointly agreed to, the parties can engage in mid-term discussions to implement agreements stemming from this committee work.**

**This letter of understanding will expire at the conclusion of the next round of local bargaining.**

**Letter of Understanding – Colony Teacher Allowance**

**NEW Letter of Understanding – Colony Teacher Allowance**

**Retroactive to September 1, 2023, The School Division agrees to provide an allowance of \$650 to full time teachers at Colony Schools that are currently not in receipt of the Vice-Principal or Principal allowance, pro-rated to a part-time Teacher's FTE.**

**This letter of understanding will expire at the conclusion of the next round of local bargaining.**