
LOCAL COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**The Board of Education
Of
Living Sky School Division No. 202**

and

**The Teachers' Local Implementation
Negotiation Committee**

July 1, 2009 to June 30, 2012

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SECTION 1 - TERMS OF AGREEMENT

- 1.1 This Agreement shall be effective July 1, 2009 to June 30, 2012 and shall remain in force until a new collective agreement is concluded in accordance with The Education Act.
- 1.2 Notwithstanding Section 1.1, negotiations regarding this agreement shall be opened as mutually agreed between the Director or designate and the LINC Chairperson at any time at the request of either party, with one month's written notice.
- 1.3 It is agreed that the Teacher Negotiating Committee shall meet annually in June with the Board Negotiating Committee to discuss topics of mutual interest.

SECTION 2 - METHOD OF PAYMENT

- 2.1 Teachers shall have their salaries determined and paid monthly on a twelve (12) month basis, except:
 - (a) Teachers who begin employment during the school year shall have their salaries determined and paid on a ten month basis; or,
 - (b) Where a teacher submits a request on the prescribed form to the Superintendent of Human Resources to be paid on a (10) month basis. Notice of such request shall be given by September 10th and shall come into effect on September 1st for a period of not less than one (1) school year.
- 2.2 Payday shall be on the twenty-fifth (25th) day of each month or the Friday preceding the twenty-fifth (25th) if that day falls on a weekend or holiday. In December, the salary shall be paid on the last school day.
- 2.3 Upon written request to the Superintendent of Human Resources by September 1st, a teacher new to the Living Sky School Division No. 202 shall be given an advance of up to fifty percent (50%) of his/her net monthly salary payable on September 10th. This advance shall be repaid as a deduction from the first monthly cheque in September.
- 2.4 The method of payment shall be by electronic funds transfer into the teacher's bank account.

SECTION 3 - TEACHER ASSOCIATION FEES

- 3.1 One-half (1/2) of the annual levy for the Living Sky Teacher Association fees shall be deducted from each teacher's October and November pay cheques. This amount shall be pro-rated for part time staff based on FTE equivalency as follows:
 - (a) Less than 10% - No. of days worked/197 x annual fee.
 - (b) 10% or more but less than 45% - ½ the annual fee.

The annual levy amount will be submitted in writing by the Teacher Association President to the Superintendent of Human Resources by October 10th.

SECTION 4 - SALARIES OF SUBSTITUTE TEACHERS

- 4.1 The daily salary for a substitute teacher shall be the daily rate of the minimum annual salary, based on the teacher's class, in accordance with the Provincial Collective Agreement.
- 4.2 Beginning with the sixth (6th) consecutive instructional day in the same teaching position, the substitute teacher shall be paid a daily rate of the annual salary, based on the teacher's qualifications and experience, in accordance with the Provincial Collective Bargaining Agreement.
- 4.3 The method of payment shall be by electronic funds transfer into the teacher's bank account on the tenth (10th) day of each month commencing in October.

SECTION 5 - EMPLOYMENT INSURANCE REBATE

- 5.1 Pursuant to the provisions of The Employment Insurance Act, 1996, the Board shall submit to the Teachers Association as soon as possible after January 31st, an amount equal to five twelfths (5/12) of the premium reduction it obtained on behalf of the teachers in its employ.

SECTION 6 - ADMINISTRATION LEAVE

- 6.1 In recognition of time spent preparing for the commencement and conclusion of the school year, the Board shall provide school administrators time off with pay during the school year as follows:

N.B. Comprehensive High School (grandfathered)	12 days
All other schools	2 days per school
- 6.2 Leave under the provisions of this Section shall be subject to the following conditions:
 - (a) Notification for leave shall be submitted to the Director of Education or designate in advance.
 - (b) Administration leave days are taken at the discretion of the In-school Administrator provided there is no adverse affect on their school.
 - (c) Leave under this provision shall not be cumulative.

SECTION 7 - SUPERVISORY LEAVE

- 7.1 In recognition of voluntary supervisory services, a teacher may earn up to a maximum of two (2) days with pay per school year.
 - (a) Part-time teachers on a permanent contract shall be entitled to earn supervisory leave with pay pro-rated in accordance with their FTE.
 - (b) A teacher may carry over a maximum of five (5) unused supervisory leave days from one school year to another.
 - (c) A teacher shall be eligible to use a maximum of five (5) days of supervisory leave in a school year.
 - (d) In-school Administration shall be responsible for approving, scheduling and recording supervisory leave on the standardized form.

- (e) The principal shall submit an annual report regarding the status of supervisory leave in their school by June 15th to the Superintendent of Human Resources.
 - (f) Teachers shall use supervisory leave days prior to applying for leave beyond what is provided for in contract or procedure (may and shall clauses).
- 7.2 Supervisory Leave outlined in Section 7.1 shall be earned in one of two ways:
- (a) Noon Supervision
 - (b) Extra-curricular Activities
- 7.3 Teachers who provide both noon and extra-curricular supervision to earn two supervisory leave days are entitled to receive an honorarium for noon supervision.
- 7.4 In-school Administration shall determine time required to earn supervisory leave.
- 7.5 Teachers, leaving the employ of the Board, who have not used their supervisory leave days, may apply to receive payment for a maximum of two (2) days. Applications shall be made to the Superintendent of Human Resources in writing prior to June 15th. Payment shall be made on the June pay cheque. Payment will be made at the daily salary of the minimum of Class IV in accordance with the Provincial Collective Bargaining Agreement.
- 7.6 Noon Supervision
- (a) Noon supervision occurs during lunch period while no classes are in session.
 - (b) The teacher shall notify the principal prior to September 15th regarding their:
 - Intent to provide noon supervision.
 - Preference for payment of the honorarium or accumulation of supervisory leave days.
 - Teachers who choose payment of an honorarium will receive twenty dollars (\$20.00) per supervised lunch period pro-rated for the period of time they supervise. In-school Administration shall submit a monthly report to Central Office to facilitate the inclusion of this honorarium on the monthly pay cheque.
- 7.7 Extra-curricular Activities
- Extra-curricular shall be defined as voluntary time which occurs outside the regular hours of instruction.
- (a) It involves direct interaction with students.
 - (b) It contributes to the students' social, emotional and/or physical development.
 - (c) It is not related to the current teaching assignment.

SECTION 8 - SPECIAL LEAVE

- 8.1 Without restricting the reasons for leaves, a teacher may be granted leave, with pay, to a maximum of 2 days per school year upon application to the Superintendent of Human Resources. The following guidelines apply:
- (a) For events considered Acts of God.
 - (b) To attend cultural or athletic events at the provincial or national level as a coach or participant.
 - (c) For First Responder situations at which the teacher's presence is required.
 - (d) To attend a secondary or post-secondary graduation ceremony involving self, spouse or child.

- (e) To act as an elected member of the executive of a subject council.
- (f) To attend meetings of fiscal boards in which the teacher holds an elected or appointed office. Any remuneration received by the teacher for the activity, other than reimbursement for actual expenses, shall be repaid to the Board of Education to a maximum equivalent to the salary which would have been earned during the period of absence.
- (g) Requests which do not meet the guidelines outlined in Section 8.1 (a) to (f) shall be considered on a case-by-case basis without prejudice. When required, consultation with the Superintendent of Human Resources, LINC Chairperson or designate, and the applicant to the leave will occur.

SECTION 9 – WELLNESS/PERSONAL LEAVE

- 9.1 Wellness involves circumstances of a physical, mental, emotional, spiritual, or psychological nature.
- 9.2 Upon request, a teacher shall be granted one (1) wellness day per school year with pay.
- 9.3 Upon request, a teacher shall be granted (1) personal day per school year at 50% of their daily rate of pay.
- 9.4 Part time teachers on a permanent contract and teachers on a temporary contract of five (5) months or more shall have access to Section 9 with pay, pro-rated in accordance with their contract.

SECTION 10 - COMPASSIONATE LEAVE

- 10.1 When compassionate leave is required, the teacher shall make application to the principal which will include the member of the family or friend involved and the number of days requested. The principal shall have the discretion to determine the number of compassionate days granted to the teacher. In the case of the principal's need to be absent, the principal shall notify the Superintendent of Human Resources.
- 10.2 A teacher shall be granted leave with pay to a maximum of five (5) teaching days to attend to a serious illness and/or death in the immediate family of the teacher. For the purpose of this Subsection:
 - (a) Immediate family is defined as spouse, father, mother, brother, sister, child, guardian, foster parent, foster child or parent-in-law; and,
 - (b) Serious illness is defined as a life-threatening or medical situation that has a significant element of anxiety, urgency or severity associated with it.
- 10.3 A teacher shall be granted leave with pay to a maximum of three (3) teaching days to attend to the serious illness and/or death of a relative who is not defined in Subsection 10.2 (a).
- 10.4 A teacher may be granted leave with pay to a maximum of one (1) teaching day to attend the funeral or memorial service of a close friend.
- 10.5 The Board, at its discretion, may grant compassionate leave other than that provided for in this Section and/or in excess of the number of days provided for in this Section.

- 10.6 Leave not exceeding three (3) days, per academic year, shall be granted for absence where no person other than the teacher can provide for the required medical needs of a family member being a parent, child, or spouse.

SECTION 11 - SABBATICAL LEAVE

- 11.1 Leave up to fourteen (14) months may be granted by the Board for purposes other than attendance at an institute of higher learning with such remuneration as may be agreed upon.
- 11.2 Applications for such leave must be submitted not later than March 1st of the school year.
- 11.3 A teacher who is granted leave shall inform the Board by March 31st of the following year their intention to return to work.

SECTION 12 - UNPAID LEAVE OF ABSENCE

- 12.1 After five (5) years in the employ of the Board, a teacher may be granted one (1) academic year of unpaid leave of absence for reasons other than employment in the education sector or as a teacher with another school division. The impact of the leave on the academic program shall be considered when making the decision to grant the leave.
- 12.2 Notwithstanding Section 12.1, unpaid leave of absence may be granted regardless of years of service or reason.
- 12.3 Requests for leave shall be submitted in writing to the Superintendent of Human Resources prior to March 1st. A teacher who is granted leave shall inform the Superintendent of Human Resources their intention to return to work by March 31st of the following year.

SECTION 13 - MATERNITY, PARENTAL AND ADOPTION LEAVE

- 13.1 Maternity, parental and adoption leave without pay shall be granted in accordance with the current Labour Standards Act.
- 13.2 Upon written submission to the Superintendent of Human Resources, paternity leave of up to 2 days with pay shall be granted to a teacher to be in attendance at the birth of their child. In extenuating circumstances this leave may be extended upon written request.
- 13.3 Upon written submission to the Superintendent of Human Resources, adoption leave of up to two days with pay shall be granted to a teacher to accommodate the actual adoption of a child.

SECTION 14 - JUDICIAL LEAVE

- 14.1 A teacher shall be granted leave of absence without loss of salary under the following provisions:
- (a) Subpoenaed to appear as a witness or summoned as a juror before a court, judge, justice of the peace, magistrate or coroner.

- (b) Required to appear as plaintiff or defendant in a court case arising from the performance of his or her professional duties.
- (c) Remuneration awarded by the Court in addition to incurred expenses, shall be repaid to the Board. Remuneration in excess of the salary amount paid to the employee by the Board shall be retained by the employee.
- (d) Leave that is taken pursuant to this Section shall be reported to the Director of Education or designate, in writing by the teacher once the subpoena or summons has been served.

SECTION 15 - NEGOTIATION LEAVE

- 15.1 Teachers certified as representatives of LINC shall suffer no loss in salary for time necessarily absent from regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings with the Board of Education.
- 15.2 The maximum number of LINC representatives participating in negotiations, mediation, conciliation and/or arbitration proceedings shall be eight (8).

SECTION 16 – LOCAL EXECUTIVE LEAVE

- 16.1 When the President of the Tri-West Teachers' Association is a teacher employed by the Living Sky School Division No. 202, the teacher shall be granted 50% release time to conduct the business of the Local Association. The teacher shall apply in writing to the Superintendent of Human Resources, on an annual basis immediately following the Local Association General Meeting. The Tri-West Teachers' Association shall reimburse the Board the salary and benefits for the president's release time.

SECTION 17 – TEACHER TRANSFERS

- 17.1 Teachers shall be consulted well in advance regarding transfers within the division.
- 17.2 Where a transfer of a teacher is initiated by the Board of Education, the teacher shall be reimbursed reasonable and necessary moving expenses incurred in the transfer. Such expenses shall be determined by the Board and the teacher prior to the transfer.

SECTION 18 – PROFESSIONAL DEVELOPMENT

Professional Development may be broadly defined as any course, activity, and/or experience that enhance a teacher's qualifications, skills and/or abilities. Professional Development may include, but not be restricted to, taking academic classes, non-credit classes, and/or short courses; conducting research; attending conferences; visiting other schools and/or school divisions; participating in workshops, including curriculum implementation and accreditation seminars. For the purposes of this contract the broad classification of Professional Development will be considered under the following headings: Professional Awards Committee; Bursaries; Institutional; Personal and School; and Educational Leave.

18.1 Professional Awards Committee

- (a) The Director of Education or Superintendent of Human Resources shall call meetings of the Professional Awards Committee to make recommendations to the Board, concerning the allocation of Bursaries and Educational Leave.
- (b) The Professional Awards Committee shall consist of the Teacher Association President, LINC Chairperson or designates the Director of Education and/or the Superintendent of Human Resources.
- (c) The Professional Awards Committee shall include the following factors to make its recommendation:
 - The relationship between the request and the teaching duties.
 - The number of awards previously received by the applicant.
- (d) If there is consensus, the committee may recommend the pro-rating of all or some of the awards.
- (e) As soon as possible following the decision of the Board, the applicants shall be notified in writing.

18.2 Bursaries

- (a) The Board shall establish a Bursary Fund available to permanent teaching staff. The purpose is to reimburse tuition costs requested by the teacher for successful completion of credit classes, non-credit classes, and/or short courses taken outside the teacher's work day or school year assignment.
- (b) For each school year during the term of this agreement, a fund in the amount of \$60,000 shall be established.
- (c) The teacher shall make application through the Superintendent of Human Resources to the Professional Awards Committee.
- (d) Applications for bursaries may be made in advance of the commencement of the course or by June 1st and October 1st after completion of the course.

18.3 Institutional

Professional Development – Institutional refers to courses, activities, workshops requested by the school division, and/or the Saskatchewan Ministry of Education to increase the teacher's expertise in program delivery. Professional Development – Institutional shall be funded by the Board through Administrative Procedures. Should teachers wish to access this account in accordance with the description, application through the principal shall be made to Central Office.

18.4 Personal and School

For the purposes of this article the following definitions shall apply:

- (a) Personal - Short-term leave requested by the teacher for purposes of attending conventions, conferences, or subject council activities.
- (b) School – Professional Development used to enhance or enable school initiatives.
- (c) Through the provision of a designated, decentralized Professional Development Fund, schools will plan the personal and school based activities for the school year within the parameters of the allocated funds. These shall be allocated at \$300.00 per FTE with unused funds carried over from year to year.
- (d) Teachers shall be reimbursed for professional development expenses at the Board of Education recognized rates for the following:
 - Travel
 - Accommodation
 - Meals
 - Actual Registration fees with receipts

- (e) Professional development priorities in each school will be determined through a process that examines individual teacher plans, school plans and division needs.
- (f) It is recognized and understood that substitute costs are an expense of providing professional development to teaching staff. Teachers appreciate the Board's support in providing substitute costs outside of this clause.

18.5 **Educational Leave**

- (a) Educational Leave is granted to a teacher to attend educational classes to modify or improve academic qualifications.
- (b) Short term leave is available to a teacher to work on a Masters Project or Thesis. A maximum of 2 weeks (ten days) is available and must be taken consecutively.
- (c) Medium term leave is available to a teacher for up to six (6) consecutive months, sufficient time for the completion of one (1) semester of university education. The teacher shall provide one (1) year of return service.
- (d) Long Term Leave is available to a teacher for six (6) to twelve (12) consecutive months, sufficient time for the completion of a year of university education. The teacher shall provide two (2) years of return service.
- (e) For all approved Educational Leaves, teachers shall be paid 75% of their annual salary for the duration of their Leave.
- (f) An Educational Leave Fund sufficient to cover 1 (one) Long Term Leave per school year shall be established.
- (g) A teacher shall apply for Long Term Leave of Absence by March 31. Applications for all other leaves shall be at least 8 (eight) weeks in advance of the proposed leave. Applications shall be submitted through the Superintendent of Human Resources to the Professional Awards Committee for consideration in accordance with Section 18.1. The teacher shall confirm acceptance or rejection of the leave within two weeks of approval.

18.6 **Education Leave - Repayment Considerations**

The following repayment considerations shall apply to Medium and Long Term Leaves granted:

- (a) Should the teacher fail to successfully complete the approved program, the teacher shall repay the full amount of funds paid under this Section.
- (b) In the event of partial completion of the approved program, the teacher shall make a repayment in proportion to the degree of completion.
- (c) The repayment shall commence no more than one (1) year following the date of the teacher's return to the employ of the Board.
- (d) Complete repayment shall be made within three years of the teacher's return to service.
- (e) Should the teacher fail to return to the employ of the Board, the teacher shall repay the full amount of funds paid under this Section. In the event there is partial completion of return service, the teacher shall make a repayment in proportion to the degree of return service.
- (f) The repayment shall commence no more than one (1) year following the date of termination of the teacher's contract.
- (g) Complete repayment shall be within three years of the date of termination of the teacher's contract.
- (h) Should a teacher die or be disabled and unable to return to work while on Leave of Absence or during the period of return service, there shall be no liability on any person for repayment of funds made to the teacher during the leave.

- (i) Upon returning to teaching following a Leave of Absence, the teacher shall be placed in a position as may be agreed to prior to the Leave unless otherwise indicated in the written Agreement outlined in Section 18.6 Education Leave - Repayment Considerations.
- (j) When an Educational Leave is granted, the teacher and the Board shall enter into a written Agreement incorporating the terms and conditions of the Educational Leave.
- (k) The Board reserves the right to waive repayment of funds or return service as outlined in Section 18.6 Education Leave - Repayment Considerations on a case by case basis.

SECTION 19 – SPECIAL ALLOWANCES

- 19.1 Consultant – A teacher located in Central Office who is required to perform consultative duties shall receive an allowance calculated as follows:
- (a) With 0 years Consultant experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step two (2).
 - (b) With 1 year of Consultant experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step four (4).
 - (c) With 2 years of Consultant experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step six (6).
 - (d) With 3 years of Consultant experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step eight (8).
 - (e) With 4 or more years of Consultant experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step (10).
- 19.2 Student Services Coordinator – A teacher working out of Central Office, who meets the criteria of the position and has been designated as a Student Services Coordinator shall receive an allowance equivalent to fourteen per cent (14%) of their current salary.
- 19.3 The duties of Consultants and Coordinators are significantly different than those of a classroom teacher. In an effort to recognize the special nature of these duties, individuals employed in these positions shall be eligible to take two (2) Earned Days Off per school year. These days shall not be carried forward from school year to school year and shall be available upon advance written request to their immediate Supervisor.
- 19.4 Cafeteria Manager – a teacher located at North Battleford Comprehensive High School, who is required to manage the activities of the Cafeteria, shall receive an allowance calculated as follows:
- (a) With 0 years Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step two (2).
 - (b) With 1 year of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step four (4).
 - (c) With 2 years of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step six (6).
 - (d) With 3 years of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step eight (8).
 - (e) With 4 or more years of Cafeteria Manager Experience, ten (10%) percent of the salary of their current Class, Step (10).

SECTION 20 – TRAVEL ALLOWANCES

- 20.1 A designated itinerant teacher is defined as one who travels between two or more communities to fulfil their contract. A teacher shall be designated by the Superintendent of Human Resources. The days of travel are considered itinerant days and shall be compensated at the rate of \$12.85 per day based on timetables as approved by the Director of Education. For travel within the Battlefords, itinerant teachers shall be paid \$2.00 per day.
- 20.2 Teachers or Consultants who are required to travel during the school day to perform their duties shall be paid a travel allowance at the Board of Education rate. This clause shall not apply to staff who apply to work at more than one school.

SECTION 21 - PREPARATION TIME

- 21.1 For the purpose of this Section, preparation time is defined as regular, unassigned time within the school day (as defined by The Education Act, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students. The definition of preparation time excludes time allotted for professional development, meetings and activities, and special events involving school visitors.
- 21.2 The assignment of in-school preparation time to a target of 10%, pro-rated in accordance with FTE, shall be scheduled by In-school Administrators in consultation with staff. In the event the 10% target is not met, In-school Administrators shall submit a written report by Oct. 15th to the Director or designate and the LINC chairperson.

SECTION 22 – JOB POSTING

- 22.1 Each vacant teaching position shall be posted in all schools within the division and Central Office. The posting shall include a brief description of the vacancy as well as the closing date for applications.
- (a) Principals shall be responsible for posting the notices in a suitable location within the school.
 - (b) For posting purposes, a vacancy is considered to be the position open after the process of internal reassignments at the school level, reassignments due to teacher transfers or returns from leaves, and in the event of teacher placement due to school closures.
- 22.2 In special circumstances a waiver of posting may be requested from the LINC Chairperson or designate.

SECTION 23 – GRIEVANCE/ARBITRATION PROCEDURES

23.1 Definition

A grievance shall be defined as any difference arising out of the interpretation or application of this Agreement.

23.2 Procedure

The procedure for the resolution of all grievances shall be as follows:

(a) Step 1

- The teacher or teachers concerned shall first endeavour to settle grievances with the individual responsible for the decision at a meeting to be held at a mutually agreed time and place.
- Each party may be accompanied or represented by a person of their choice. The parties shall discuss the grievance, receive an explanation of the decision and attempt to resolve the dispute.

(b) Step 2

- If the grievance is not resolved in Step 1, the teacher shall refer the matter to the LINC Chairperson or designate within five (5) working days following Step 1.
- If the LINC Chairperson deems it advisable, he or she shall file a written statement with the Director of Education or designate within five (5) working days, identifying the offended Section(s), describing the grievance and expressing the remedy sought on the matter.
- The Director of Education or designate, shall render a written decision and shall notify the teacher and the LINC Chairperson within five (5) working days of receipt of the grievance.

(c) Step 3

- Failing agreement under Step 2, the LINC Chairperson may make a written application for a hearing to the Board within five (5) working days of receipt of the decision by the Director of Education or designate.
- A hearing shall occur at the next regular meeting of the Board, where at least five (5) working days exist, following receipt of the application.
- The Board shall send its decision in writing, to the teacher and the LINC Chairperson within five (5) working days of the hearing.

(d) Step 4

- Grievances which cannot be resolved through the above process may be referred to arbitration, under the provisions of The Education Act, 1995.

SIGNED on behalf of
the
BOARD OF EDUCATION
OF LIVING SKY
SCHOOL DIVISION NO. 202

SIGNED on behalf of
the
TEACHERS' LOCAL
IMPLEMENTATION AND
NEGOTIATION COMMITTEE

SIGNED at North Battleford, Saskatchewan, this _____ day of June, 2009