

*Saskatchewan Rivers
School Division No. 119*

Excellence for Every Learner

**TEACHER
LOCAL
BARGAINING
AGREEMENT**

EFFECTIVE

July 1, 2010 to June 30, 2013

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This Agreement made this 5th day of April, 2011

BETWEEN

THE BOARD OF EDUCATION OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119

hereinafter called the "Board"

- and -

THE TEACHERS EMPLOYED BY THE SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119

hereinafter called the "Teachers"

ARTICLE 1. Terms of Agreement and Definitions

1.1 Term of Agreement

This Agreement between the Board and the Teachers shall come into effect **July 1, 2010** and remain in effect until **June 30, 2013** or until revised in accordance with *The Education Act, 1995*.

1.2 Definitions

- a) Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meanings as are given to them in *The Education Act, 1995*.
- b) The terms and conditions herein represent the whole Agreement negotiated by the parties, and are not subject to any terms and conditions other than those, if any, prescribed by law.

1.3 Revision of the Agreement

- a) The parties to this Agreement may, by written mutual consent, revise any provision of the Agreement during the term of the Agreement.
- b) Should any provision of this Agreement be found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement shall not be abrogated, but shall be subject to such amendments as may be necessary to bring it into conformity with the law.
- c) Any teacher whose contract is terminated by the Board, and who at the point of termination has accrued benefits pursuant to this Agreement, shall have such benefits paid to him/her.

ARTICLE 2. Pay Periods

- 2.1 Teachers on continuing contracts shall be paid by automatic deposit in twenty-four (24) allotments dispersed twice monthly on or before the fifteenth (15th) and twenty-eighth (28th) day of each month.
- 2.2 Teachers on replacement and temporary contracts shall be paid by automatic deposit in up to twenty (20) allotments dispersed twice monthly from September through June on or before the fifteenth (15th) and twenty-eighth (28th) day of each month.

ARTICLE 3. Prince Albert and Area Teachers' Association (PAATA) Fees

- 3.1 The PAATA treasurer shall advise the Director of Education, or designate, of the annual Association fee by June 30th for the following academic year.
- 3.2 PAATA fees shall be deducted from teacher pay in the manner agreed to by the Director of Education, or designate, and the PAATA treasurer.
- 3.3 Teachers not wishing to have fees deducted shall submit their desire, in writing, to the Director of Education, or designate (copy to the PAATA treasurer), by the first day of the academic year for teachers on continuing or replacement contracts and by the start date of their contract of employment for teachers on temporary contracts.

ARTICLE 4. Professional Development

- 4.1 The Professional Development Fund for each academic year shall be established in the amount of **1.05%** of professional in-scope salaries for the previous **T-4 reporting** year.
- 4.2 The Professional Development Fund shall be administered in the following manner:
 - a) 100% shall be allotted on a full-time equivalent teacher basis;
 - b) **School/Education Centre-based Professional Development Committees** shall administer its disbursement;
 - c) Each school-based Professional Development Committee shall include a representative from the school-based administrative team and a minimum of one (1) teacher representative chosen by the school staff; **and**
 - d) **The Education Centre-based Professional Development Committee shall include two (2) representatives from the Superintendents of Schools and a minimum of two (2) representatives from the Consultants/Coaches.**
- 4.3 **Surplus Professional Development funds** shall be carried forward to be used for teacher/staff-initiated professional development. **The amount in a school/Education Centre-based Professional Development Fund at the beginning of the academic year shall not exceed two (2) times their current allotment.**
- 4.4 **Consultants and Instructional Coaches with Division-wide responsibilities shall have access to additional funds for approved professional development activities. The Professional Development Fund, as established in Article 4.1, shall not be accessed for these additional funds.**
- 4.5 Professional Development Funds are intended to **improve** student learning through teacher growth. Professional development activities should align with Division, school, and Personal Professional Growth Plan goals. Teachers may receive funds from the Professional Development Fund for the purposes of conducting research, acquiring information, attending conferences, visiting other school systems, and other related purposes as determined by the Professional Development Committee.

ARTICLE 5. Educational Leave

- 5.1 Educational leave shall be considered to be a paid leave of absence for the purpose of advancing educational qualifications.
- 5.2 Educational leaves are intended to **improve** student learning through teacher growth. Educational leaves should align with Division, school, and Personal Professional Growth Plan goals. Educational leaves may include, but are not restricted to:
- a) Study and research of a system, school, process, or initiative;
 - b) Study and research at an accredited post-secondary institution;
 - c) Development of professional interests or skills;
 - d) Pursuit of general educational goals; or
 - e) A combination of the above.
- 5.3 A committee made up of two (2) senior administrators appointed by the Board or designate and two (2) teacher representatives appointed by the PAATA shall annually review criteria for educational leave and recommend applications to the Board for approval.
- 5.4
- a) The Board shall approve the equivalent of **three (3)** teacher full-time equivalents for educational leave per academic year, upon recommendation by the Educational Leave Committee.
 - b) The salary paid to a teacher while on educational leave shall be as per the teacher's placement on the salary grid including, if applicable, salary for an allowance.
- 5.5 Should a teacher die, become ill or disabled while on educational leave or during the period of commitment, there shall be no liability to the teacher, the teacher's family, the teacher's estate, or any other person for repayment of the award.

ARTICLE 6. Sabbatical Leave

- 6.1 Sabbatical leaves may be granted at the discretion of the Board.

ARTICLE 7. Bursaries

- 7.1 The Board shall establish a Bursary Fund of **forty thousand dollars (\$40,000.00)** at the beginning of each academic year.
- 7.2 The Committee as constituted in Article 5.3 shall:
- a) Annually review criteria for approval;
 - b) Receive and review all applications for bursaries; and
 - c) Submit a list of the recommended candidates to the Director of Education, or designate, for approval.

ARTICLE 8. Leaves

8.1 Maternity Leave

- a) Maternity leave shall be granted as per *The Labour Standards Act*.
- b) Except as provided for under the provision of the Supplemental Unemployment Benefits (SUB) Plan established in accordance with the provisions contained in the Provincial Collective Bargaining Agreement, maternity leave shall be without pay.

8.2 Adoption Leave

- a) Adoption leave shall be granted as per *The Labour Standards Act*.
- b) Upon request, a teacher who is adopting a child shall be granted leave with pay for a period of two (2) days to carry out the adoption procedures.

8.3 Parental Leave

- a) Parental leave shall be granted as per *The Labour Standards Act*.
- b) Notwithstanding the foregoing, the Director of Education, or designate, may grant additional leave without pay upon written application by the teacher.

8.4 Childbirth Leave

Upon request, teachers shall be granted leave with pay for a period of up to two (2) days to be used as follows:

- a) To attend at the birth of their children if the birth occurs on a school day;
- b) To be present if the mother and child return from the hospital on a school day; or
- c) A combination of a) and b) up to two (2) days.

8.5 Compassionate Leave

- a) For the purpose of this section, immediate family is defined as spouse (as defined in *The Labour Standards Act*), parent, parent surrogate, grandparent, child, brother, or sister of an employee or of an employee's spouse.
- b) For serious illness or hospitalization in the immediate family, leave for up to five (5) days with pay shall be granted.
- c) For serious illness or hospitalization of a daughter-in-law, son-in-law, or grandchild, leave for up to five (5) days at 50% of salary shall be granted.
- d) For serious illness or hospitalization of an aunt, uncle, niece, nephew, first cousin, and any brother-in-law or sister-in-law not covered by 8.5 a), leave for up to five (5) days without pay shall be granted.
- e) The Director of Education, or designate, may grant compassionate leave with pay in excess of five (5) days and in instances other than the immediate family.

8.6 Bereavement Leave

- a) For the purpose of this section, immediate family is defined as spouse (as defined in *The Labour Standards Act*), father, mother, brother, sister, child, aunt, uncle, niece, nephew, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, surrogate parent, or first cousins.
- b) Leave for up to five (5) days with pay shall be granted in the event of a death in the immediate family, such leave to be taken within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral, or interment for an immediate family member occur outside of the fourteen (14) calendar day window, leave with pay shall be granted, provided the total number of days within, or beyond, the fourteen (14) calendar day window not exceed five (5).
- c) Leave with pay for up to one (1) full day shall be granted to attend a funeral at which the teacher acts in an official capacity.
- d) The Director of Education, or designate, may grant additional bereavement leave with pay in exceptional circumstances.

8.7 Negotiation Leave

- a) Up to five (5) teachers on the Teacher Local Bargaining Committee shall be granted leave with pay to participate in face-to-face negotiations with the Board when bargaining occurs during the instructional day.
- b) Up to five (5) teachers on the Teacher Local Bargaining Committee shall be granted leave with pay for the purpose of participating in mediation, conciliation, or arbitration proceedings with the Board. Teachers shall be responsible for any substitute costs incurred for mediation, conciliation, or arbitration proceedings.

8.8 Personal Leave

- a) Each full-time teacher shall be entitled to one (1) day personal leave with pay per academic year. A teacher employed part-time shall be entitled to personal leave on a pro-rated basis.
- b) Personal leave days and all other earned days may be carried forward to a maximum of five (5) days, and may be used in a block.

8.9 Pressing Necessity Leave

- a) Pressing Necessity is intended for emergency situations and is defined as a sudden, urgent, unforeseen circumstance requiring immediate action **and for medical appointments for the employee's spouse, dependent child, or dependent parent.** Pressing necessity does not apply to discretionary personal or family matters.

Examples of a pressing necessity include, but are not limited to, road closure, situations where travel is not recommended, natural disaster, accident, home emergency, and medical appointments of an employee's spouse, dependent child, or dependent parent that cannot be scheduled outside the employee's work schedule.

- b) Each full-time teacher shall be entitled to two (2) days of pressing necessity leave **with pay** per academic year. A teacher employed part-time shall be entitled to pressing necessity leave on a pro-rated basis.

8.10 Teacher Association Service Leave

The President of the PAATA, when an employee of the Saskatchewan Rivers School Division, shall be provided with secondment time as agreed to by the Director of Education, or designate, and the PAATA.

ARTICLE 9. Travel and Allowances

9.1 Travel

When a teacher is required by the Board to travel in the performance of duties, the teacher shall be reimbursed at the greater of **five dollars (\$5.00)** per trip or the per kilometre Board rate. Teachers shall claim for reimbursement in December and June **or at the end of any month in which the amount exceeds one hundred dollars (\$100.00).**

9.2 Consultants

- a) Consultants shall receive an allowance equal to 12.5% of their basic salary, as per the Provincial Collective Bargaining Agreement.
- b) Teachers assigned part-time to a position as consultant shall receive a pro-rated allowance.
- c) Consultants shall be paid a vehicle allowance of one hundred seventy-five dollars (\$175.00) per month for travel within the City of Prince Albert, and the per kilometre Board rate for travel outside the City of Prince Albert.
- d) **When professional license and/or membership in a professional organization must be maintained as a condition of employment, with the exception of Saskatchewan Teachers' Federation (STF) and PAATA fees, the Board shall pay 100% of the license and/or membership fee to a maximum of nine hundred dollars (\$900.00) per consultant per academic year.**

9.3 Instructional Coaches

Instructional Coaches shall be paid a vehicle allowance of one hundred seventy-five dollars (\$175.00) per month for travel within the City of Prince Albert and the per kilometre Board rate for travel outside the City of Prince Albert.

ARTICLE 10. Substitute Teachers

- 10.1 Substitute teachers shall be paid one number of days in the academic year X 110% of the minimum of Class III as per the Provincial Collective Bargaining Agreement. Under no circumstances shall substitute teachers have access to retroactive pay. With each new Provincial Agreement, substitute salaries will be re-calculated effective the date of signing of the new Agreement.
- 10.2 Commencing on the sixth (6th) consecutive day of substitute teaching for the same teacher (part-time or full-time) the substitute teacher shall be paid as per the Provincial Collective Bargaining Agreement. Consecutive substitute teaching time shall not be interrupted by non-instructional days for which the teacher would have been paid.

- 10.3 In the event that a substitute teacher's services are contracted and, upon arrival at the school, the substitute teacher is informed that substitute services are no longer required; the substitute teacher shall be paid one-half the daily rate for substitute teachers.
- 10.4 If a substitute teacher volunteers to provide meal break supervision, compensation will be provided as per Board policy.

ARTICLE 11. Preparation Time

- 11.1 Preparation time is time within the school day, as defined by *The Education Act, 1995*, when the teacher is not performing instructional tasks involving direct interaction with students, and is allocated for the sole purpose of allowing teachers to attend to professional responsibilities.
- 11.2 Each school shall generate no less preparation time for teachers within the school than was in place in June, 2001.
- 11.3 Each school shall be allocated sufficient staff and non-student contact time to provide each teacher with a minimum of 10% of his/her instructional time as preparation time.

ARTICLE 12. Meal Break Supervision

- 12.1 Teachers shall be entitled to a duty free meal break.
- 12.2 Teachers who volunteer to provide meal break supervision shall be compensated as per Board policy.

ARTICLE 13. Extra-Curricular Activities

- 13.1 Upon completion of fifty (50) hours of documented extra-curricular involvement, teachers shall be entitled to one (1) half-day of leave with pay.
- 13.2 As an alternative to leave with pay, teachers may choose to receive funds equal to one (1) half-day of **pay at their daily rate to be paid** at the rate in effect the date the funds are dispersed to the teacher.
- 13.3 Teachers may earn a maximum of two (2) half-days per academic year.
- 13.4 Teachers may take two (2) years to complete fifty (50) hours, but at no time shall a teacher's documented time be older than two (2) years.
- 13.5 **Notwithstanding 13.3, teachers who complete three hundred (300) hours or more of documented extra-curricular involvement in an academic year shall be entitled to one (1) additional day of leave with pay or one (1) day of pay at their daily rate to be paid at the rate in effect the date the funds are dispersed to the teacher.**
- 13.6 A committee made up of two (2) representatives named by the PAATA and two (2) representatives named by the Director of Education, or designate, shall develop a definition of, and administrative guidelines for, extra-curricular activities. Either party may request an annual meeting of the Committee to review guidelines. Additional meetings may be held with the mutual consent of both parties.

ARTICLE 14. Communications

- 14.1 The current Teacher Local Bargaining Agreement shall be made available on the Saskatchewan Rivers School Division website and a copy of it shall be provided to any teacher upon written request to the Director of Education, or designate.

ARTICLE 15. Employment Insurance Rebate

- 15.1 The Board shall refund annually the appropriate share of the Employment Insurance Commission rebate to each teacher in its employ. Once the amount of the rebate has been determined, that amount will be rebated with the teacher's next salary payment.

ARTICLE 16. Grievance Procedure

- 16.1 For the purpose of this Article, a grievance shall be defined as in Section 2 of *The Education Act, 1995*.
- 16.2 Teachers shall take every opportunity to resolve a grievance with the person(s) involved prior to engaging in a formal grievance procedure.
- 16.3 All unresolved grievances may be dealt with in accordance with *The Education Act, 1995*.

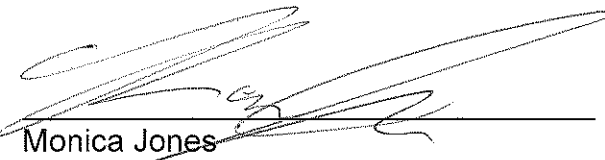
Signed on behalf of the Teachers employed by Saskatchewan Rivers School Division



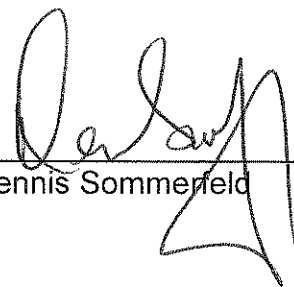
Andrea Gareau, Chairperson



Victor Thunderchild




Monica Jones



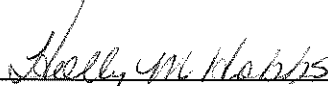
Dennis Sommerfeld

Date: March 31, 2011

Signed on behalf of the Board of Education of Saskatchewan Rivers School Division




Dr. W. O. Cooke



Holly M. Hobbs



Alan Nunn



Bill Simpson

Date: April 5, 2011

**MEMORANDUM OF AGREEMENT
RE: Effective Dates**

It is mutually agreed that:

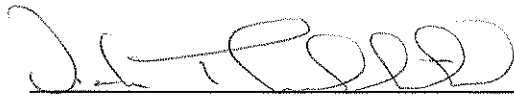
1. The Teacher Local Bargaining Agreement dated July 1, 2010 to June 30, 2013 shall come into effect as of July 1, 2010 with the exceptions listed below:
 - a) The following revised and new articles shall come into effect as of the first of the month following signing of the Teacher Local Bargaining Agreement:
 - Article 8.9 – Pressing Necessity
 - Articles 9.1 and 9.3 – Travel and Allowances
 - b) The following revised and new articles shall come into effect as of July 1, 2011:
 - Articles 4.1, 4.2, and 4.3 – Professional Development
 - Article 5.4 a) – Education Leave
 - Article 9.2 d) – Travel and Allowances
 - Articles 13.2 and 13.5 – Extra-Curricular Activities

This MEMORANDUM OF AGREEMENT shall expire on July 2, 2011.

Signed on behalf of the Teachers employed by Saskatchewan Rivers School Division



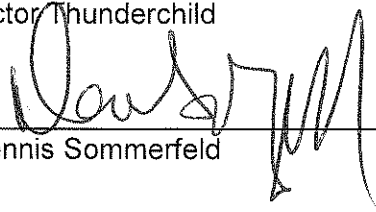
Andrea Gareau, Chairperson



Victor Thunderchild




Monica Jones



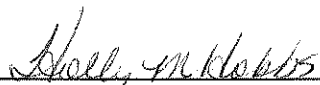
Dennis Sommerfeld

Date: March 31, 2011


Signed on behalf of the Board of Education of Saskatchewan Rivers School Division



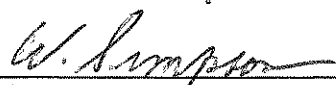
Dr. W. O. Cooke



Holly M. Hobbs



Alan Nunn



Bill Simpson

Date: April 5, 2011