



*Saskatchewan Rivers
School Division No.119*

Excellence for Every Learner

**TEACHER
LOCAL
BARGAINING
AGREEMENT**

EFFECTIVE

July 1, 2013 to June 30, 2019

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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, 2013** and remain in effect until **June 30, 2019** 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 The Board shall pay the basic salary or wage using a systemized method of payment. Teachers on continuing contracts shall be paid twenty-four (24) allotments dispensed twice monthly.

2.2 Teachers on replacement and temporary contracts shall be paid twenty (20) allotments dispensed twice monthly from September through June.

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 surplus carry over amount shall never be greater than 10%.**
- 4.4 **The School-Based Professional Development Committee will submit a summary of all professional development activities to the appropriate Superintendent of Schools by the end of each school year**
- 4.5 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.

- 4.6 Professional Development Funds are intended to improve student learning through teacher growth. Professional development activities **will** 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.
- 4.7 **Each school year an additional 10% of the PD allocation will be held in a division account. Teachers from schools that have a zero balance in the PD fund prior to the end of each school year will be eligible to apply for a maximum of \$1000 per teacher for reimbursement from this account. The school PD committee chair and principal will sign off on the request for funds.**

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 **will** align with Division, school, and Personal Professional Growth Plan goals and initiatives. 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 **The Division Committee shall be four (4) members: two (2) SRSD representatives named by the PAATA and two (2) representatives named by the Director of Education. This Division committee will annually review criteria and make awards for Education Leaves and Bursaries.**
- 5.4
- a) The **Division** committee shall approve the equivalent of **two (2)** teacher full-time equivalents for educational leave per academic year.
 - 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 **Director**.

ARTICLE 7. Bursaries

- 7.1 The **Division** shall establish a Bursary Fund of **eighty (80,000) thousand dollars** at the beginning of each academic year.
- 7.2 The **Division** Committee as constituted in Article 5.3 shall:
- a) Annually review criteria for approval;
 - b) Receive and review all applications **and tuition payments for bursaries**
 - c) **Approve a list of candidates who will receive bursaries.**
- 7.3 **The surplus carry over amount shall never be greater than 10%.**

ARTICLE 8. Leaves

All leaves shall be considered and provided in accordance with the *Saskatchewan Employment Act, other applicable legislation, STF provincial agreement, SRPSD Leave Guidelines, or other applicable administrative procedures.*

8.1 **Compassionate Leave**

- a) **Definition**
For the purpose of this section, immediate family is defined to include spouse, father, mother, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, and parent surrogate.
- b) **Leave**
In the event of serious illness in the immediate family leave with pay shall be granted to all employees with the Board up to a maximum of five (5) working days per School Year. The Board may request proof of relationship.
- c) **Additional Leave**
The Director may, upon written request, grant additional compassionate leave with or without pay.

8.2 Bereavement Leave

a) Definition

For the purpose of this section, immediate family shall include spouse, father, mother, brother, sister, child, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, niece, nephew, first cousin, aunt, uncle and parent surrogate.

b) Leave

In the event of death in the immediate family, leave with pay shall be granted to all employees up to a maximum of five (5) working days per incident. The Board may request proof of relationship and date of death. 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, pre-approval is required.

c) Additional Leave

The Director may, upon written request, grant additional bereavement leave with or without pay.

d) Pallbearer's/Eulogist Leave

The Director shall grant upon written request up to one (1) day without loss of salary or wages to attend a funeral as a pallbearer or eulogist.

8.3 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.

8.4 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.

8.5 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 **illness or** 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.

8.6 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 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.
- c) Teachers assigned part-time to a position as consultant shall receive a pro-rated allowance.
- d) 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.
- e) 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 **one thousand (\$1000)**

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.

9.4 Community Mobilization Educational Representative

A teacher who is in receipt of an allowance negotiated at the provincial or local level, and who is assigned to the Community Mobilization's Centre of Responsibility as division's Educational Representative, shall receive an allowance equal to that which he/she received prior to the assignment as Community Mobilization Educational Representative.

ARTICLE 10. Substitute Teachers

- 10.1 Substitute teachers shall be paid one number of days in the academic year X **96%** of the minimum of Class **IV** 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 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.
- 10.3 If a substitute teacher volunteers to provide meal break supervision, compensation will be provided as per **leave guidelines**.

ARTICLE 11. Preparation Time

- 11.1 Preparation time is time within the school day when the teacher is not assigned instructional or supervisory duties involving direct interaction with students.**
- 11.2 Preparation time is allocated to provide teachers time for various planning and preparatory activities as they continue to enhance the quality of education for all students.**

- 11.3 Teachers will exercise professional responsibility to use preparation time in a manner consistent with the duties of teachers described in Section 231 of The Education Act, 1995.**
- 11.4 Each school shall generate no less preparation time for teachers within the school than was in place in June, 2001.**
- 11.5 Each school shall be allocated sufficient staff and non-instructional time to provide each teacher with a minimum of 10% of his/her instructional time as preparation time.**

ARTICLE 12. Duty Free Lunch

- 12.1 Teachers shall be entitled to a duty free lunch.**
- 12.2 Teachers who volunteer to provide lunch supervision shall be compensated as per leave guidelines.**

ARTICLE 13. Extra-Curricular Activities

- 13.1 A teacher wishing to receive paid leave or funds in recognition of extracurricular involvement shall use the division form and process to document her or his extracurricular involvement.**
- 13.2 Upon completion of documented extra-curricular involvement, a teacher shall be entitled to leave with pay based on the total accumulated hours.**

Total Accumulated Hours	Total Paid Leave Entitlement
50	0.5
100	1.0
150	1.5
200	2.0
250	2.5

- 13.3 A teacher may take two (2) years to accumulate extracurricular hours, but at no time shall a teacher’s documented time be older than two (2) years.**
- 13.4 As an alternative to leave with pay, a teacher may choose to receive funds equal to his/her daily rate of pay in effect the date the funds are dispensed to the teacher.**
- 13.5 A committee made up of two (2) SRSD representatives named by the PAATA and two (2) representatives named by the Director of Education shall continue to review the guidelines for extra-curricular activities.**

Either party may request meetings of the committee to review guidelines.

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 **Division** 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

Victor Thunderchild, Chairperson

Troy Semenchuk

Troy Parenteau

Kay Minielly

Cheryl Turner

Date: _____

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

Robert Bratvold

Donald Lloyd

Alan Nunn

Neil Finch

George McHenry

Date: _____

MEMORANDUM OF AGREEMENT

RE: Effective Dates

It is mutually agreed that:

All articles, including new, revised and unchanged articles, in the Saskatchewan Rivers School Division Teacher Local Bargaining Agreement, dated July 1, 2013 to June 30, 2019, shall come into effect as of the first of the month following signing of the Teacher Local Bargaining Agreement, unless otherwise stated.

The exceptions to the above statement are listed below.

The following revised and new articles shall come into effect as of July 1, 2016:

- Article 4 – Professional Development all clauses

This MEMORANDUM OF AGREEMENT shall expire on July 2, 2016.

At no time will retro pay for any of the articles come into effect. All articles are on a move forward basis after the signing of the Teacher Local Bargaining Agreement

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

Victor Thunderchild, Chairperson

Troy Semenchuk

Troy Parenteau

Kay Minielly

Cheryl Turner

Date: _____

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

Robert Bratvold

Donald Lloyd

Alan Nunn

Neil Finch

George McHenry

Date: _____