



Saskatchewan Rivers
School Division No. 119

Excellence for Every Learner

TEACHER
LOCAL
BARGAINING
AGREEMENT

EFFECTIVE

July 1, 2001

to June 30, 2003

11880(03)

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This Agreement made this 12th day of September, 2001

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, 2001 and remain in effect until June 30, 2003 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.
- d) Unaccessed benefits accrued by teachers arising from contracts assumed by the Board shall be honoured.

ARTICLE 2. Pay Periods

Teachers shall be paid their annual salary in twenty-four (24) allotments distributed twice monthly, by automatic deposit 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 shall advise the Secretary-Treasurer of the annual Association fee by September 30 of each year.
- 3.2 PAATA fees shall be deducted from the teacher's pay cheque according to the directions of the PAATA treasurer.

ARTICLE 4. Professional Development

- 4.1 The Board shall establish a Teacher Professional Development Fund of \$ 276,000.00 for the 2001 - 2002 school year. In subsequent school years the Professional Development Fund shall be established in the amount of 1.12% of professional in-scope salaries for the previous fiscal year.
- 4.2 The Teacher Professional Development Fund shall be administered in the following manner:
 - a) 100% shall be allotted to individual schools, on a full time equivalent teacher basis;
 - b) School-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 teacher representative chosen by the school staff.
- 4.3 Any uncommitted amount remaining in a school's Fund shall be carried forward to be used for teacher/staff-initiated professional development.
- 4.4 Professional Development Funds are intended to expedite 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 expedite 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;
 - e) Combination of above.
- 5.3** A committee made up of two senior administrators appointed by the Board or designate and two teacher representatives appointed by the PAATA shall be formed to establish criteria for educational leave and to recommend applications to the Board for approval.
- 5.4** The Board shall establish an Educational Leave Fund in the amount of one hundred and fifty (150%) of maximum class IV as per the Provincial Collective Bargaining Agreement.
- a) The Board shall approve the equivalent of two (2) full-time teacher equivalents for educational leaves per school year, upon application.
 - b) The salary paid to a teacher while on educational leave shall be seventy-five (75%) percent of maximum class IV.
- 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

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

ARTICLE 7. Bursaries

- 7.1** The Board shall establish a Bursary Fund of \$25,000.00 at the beginning of each school year.
- 7.2** The Committee as constituted in Article 5.3 shall:
- a) Establish criteria for approval;
 - b) Receive and review all applications for bursaries;
 - c) Submit a list of the recommended candidates to the Director of Education 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 Board 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;
- c) A combination of a) and b) up to two (2) days.

8.5 Compassionate and Bereavement Leave

- a) For serious illness or hospitalization in the immediate family, leave for up to five (5) days with pay shall be granted.
- b) Leave for up to five (5) days with pay shall be granted in the event of a death in the immediate family.
- c) 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.
- d) Leave with pay for up to one ~~(1)~~ day shall be granted to attend a funeral at which the teacher acts in an official capacity.
- 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 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. The Teachers shall be responsible for any substitute costs incurred for mediation, conciliation, or arbitration proceedings.

8.7 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.

8.8 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 Board and the **PAATA**.

ARTICLE 9. Allowances

9.1 Travel

When a teacher (excluding designated consultants) is required by the Board to travel in the performance of duties, the teacher shall be reimbursed at the greater of \$4.00 per trip or the per kilometre Board rate. Teachers shall claim for reimbursement in December and June.

9.2 Consultants

- a) Consultants shall receive an allowance equal to **12.5%** of their basic salary, as per the Provincial Collective Bargaining Agreement. As a result of this agreement, no consultant shall receive less than the allowance received as of June, 2001.
- 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 (\$175) dollars per month for travel within the City of Prince Albert, and the per kilometre Board rate for travel outside the City of Prince Albert.

ART 10. Substitute Teachers

- 10.1** Substitute teachers shall be paid $\frac{\text{one}}{\text{number of days in the school year}}$ 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.
- 10.2** Commencing on the sixth 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** Effective July 1, 2001, each school shall generate no less preparation time for teachers within the school than was in place in June, 2001.
- 11.3** Effective January 1, 2002, each school shall be allocated sufficient staff and non-student contact time to provide each teacher with a minimum of seven and one half (7.5%) percent of his/her instructional time as preparation time.
- 11.4** Effective school opening, fall 2002, each school shall be allocated sufficient staff and non-student contact time to provide each teacher with a minimum of ten (10%) percent 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** Full-time or part-time teachers shall be entitled to one day of leave with pay upon completion of 100 hours of documented extra-curricular involvement per academic year.
- 13.2** Teachers may only earn one extra-curricular day per academic year.

- 13.3 Teachers may use hours earned after **100** in any given year to begin documenting for the next year.
- 13.4 Teachers may take two years to complete **100** hours, but at no time shall a teacher's documented time be older than two years.
- 13.5 A committee made up of two representatives named by the **PAATA** and two representatives named by the Director of Education shall develop a definition of, and administrative guidelines for, **extra-curricular** activities.

ARTICLE 14. ti

- 14.1 Teachers on a continuing contract as of September **30** of each school year shall be notified of the total number of days of sick leave credits accumulated as of June **30** of the previous academic year.
- 14.2 The Board shall include a copy of the current local collective agreement with each **offer** of employment to a teacher.
- 14.3 The Board shall provide a copy of this agreement to each teacher currently under contract with the Board.

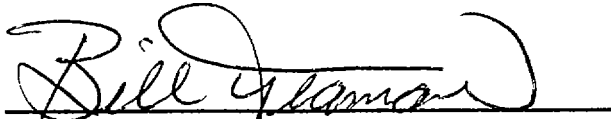
ARTICLE 15. Employment Insurance Rebate

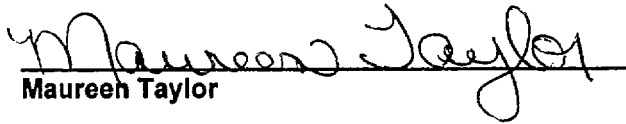
The Board shall refund annually, by cheque, the appropriate share of the Employment Insurance Commission rebate to each teacher in its employ. Once the amount of the rebate has been determined, that amount will be rebated with the teacher's next salary payment.

ARTICLE 16 Grievance Procedure

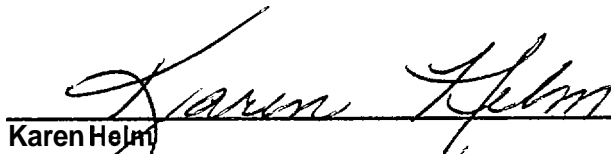
- 16.1 For the purpose of this section, a grievance shall be defined as in section **2** of The Education Act, **1995**.
- 16.2 Teachers shall take every opportunity to resolve a grievance with the **person(s)** involved prior to engaging in a formal grievance procedure.
- 16.3 All unresolved grievances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


Signed on behalf of the Teachers employed by the Saskatchewan Rivers School Division No. 119


Chairperson, Bill Yeaman

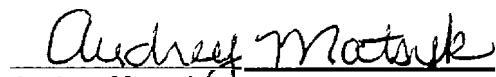

Maureen Taylor

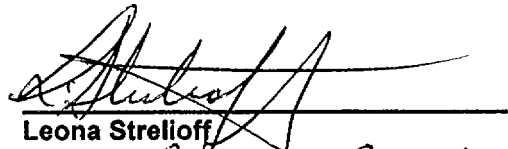

Graeme Wesson

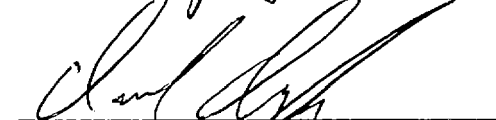

Karen Helm


Rob Clarke

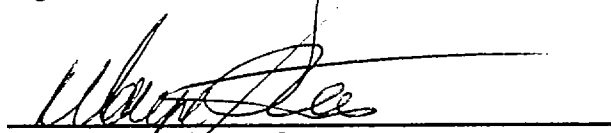
Val Manton

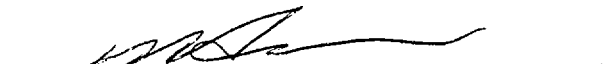

Audrey Matsyk



Leona Strelloff

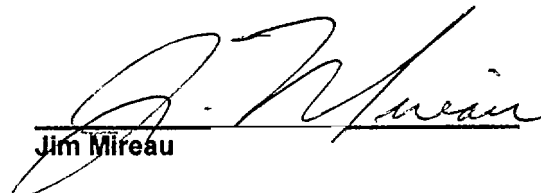

Dave Dubyk

Signed on behalf of the Board of Education of the Saskatchewan Rivers School Division No. 119


Chairperson, Wayne Steen


Lew Hobson


William O. Cooke


Jim Mireau