

**SOURIS MOOSE MOUNTAIN
SCHOOL 'DIVISION No. 122**

**Local Collective
Bargaining Agreement**

DEC 11
APR 02 2001

**For the period
January 1, 2001 to December 31, 2001**

This Agreement made at Oxbow in the Province of Saskatchewan this 22nd day of March, 2001

BETWEEN

The Board of Education of the Souris Moose Mountain School Division No. 122 of Saskatchewan, hereinafter called "THE BOARD"

AND

The Bargaining Committee appointed by the Teachers of the Souris Moose Mountain School Division No. 122 of Saskatchewan hereinafter called "THE TEACHERS", negotiated in accordance with the Education Act, 1995.

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

SECTION 1 Pay Periods and Computation of Salary for Teachers

- 1.1 Every teacher employed by the Board, except a substitute teacher, shall be paid one tenth (1/10) of the teacher's salary each month during the months of September to June.
- 1.2 Teachers wishing to do so may request, in writing by September 10th of any given year, to have an equal portion of their net pay deducted from each pay period to be paid out in equal amounts during the months of July and August of the following year. No interest will be paid on these funds.
- 1.3 Salary payments shall be made on the 25th day of the month, or the last teaching day of each month, whichever is first. This date shall be designated as pay day.
- 1A The Board shall provide a one time advance of Five Hundred Dollars (\$500.00) from the teacher's salary on the 10th day of the first full month of employment, upon written request of the teacher by the 1st teaching day of that month, to any teacher in their first year of teaching service. It is understood that the total amount of such advance shall be deducted by the Souris Moose Mountain School Division from the pay of that teacher for the same month.
- 1.5 Teachers' salary payments shall be deposited into the bank account of their choice on the day designated as pay day in section 1.3.
- 1.6 Where a teacher, at the request of the Board, is on a part-time teaching contract, and the teacher attends institute days, convention days, parent-teacher interview days, and workshops or other in-service programs with the approval of the Board and the principal, on a time not regularly scheduled in the part-time contract of employment, the teacher shall be paid for such attendance in accordance with the teacher's Salary rate.

Section 2 Substitute Teachers' Salaries

2.1 The daily salary rate payable to a substitute teacher shall be as follows:

1-7 days inclusive: one (1) divided by the number of school days per year x the rate in effect at the bottom Step of Class IV, in accordance with the salary schedule for teachers in the Provincial Collective Bargaining Agreement,

8 days and over (in the same position): one (1) divided by the number of school days per year x the rate in effect at the Class & Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the Provincial Collective Bargaining Agreement. This daily rate of pay shall be retroactive to the first (1st) day of service.

2.2 For substitute teacher pay purposes, the salary schedule provided in the Provincial Collective Bargaining Agreement shall become effective on the date the said Agreement is signed, and shall not be retroactive.

Section 3 Bursaries

3.1 The Board shall establish a fund of Twelve Thousand Dollars (\$12,000.00) per calendar year to be used for bursaries.

3.2 Application to the fund shall be in consideration to tuition, fees, registration, course materials, textbooks and travel expenditures incurred for University classes, STF short courses or other courses previously approved by the Director of Education.

3.2.1 Travel expenses indicated in 3.2 will be limited to a maximum of Two Hundred & Fifty Dollars (\$250.00) per course. Board rates for travel expenses will apply.

3.3 Bursaries shall be distributed on a pro-rated basis to all teachers applying for bursaries to the maximum of their expenses.

3.4 Written applications for Bursaries, with applicable receipts attached, must be submitted to the Director of Education prior to October 31st. Requests for the current fiscal year shall only be for classes paid for by the teacher in the current fiscal year, provided the teacher was under contract with the Souris Moose Mountain School Division while the classes were taken.

Section 4 Professional Development

4.1 Division Professional Development

The Board shall pay the expenses of a minimum of two (2) days for Professional Development Activities as organized by the Teachers' Professional Development Committee and approved by the Board to a maximum of Five Thousand Dollars (\$5,000.00).

4.2 School Professional Development Time

4.2.1 Each school staff shall be entitled to take two (2) days to facilitate professional development activities and in-service programs of their own choice. An agenda shall be submitted to the Board prior to the professional development time being taken.

4.2.2 Such time shall be scheduled so as to minimize the effect on the students and school bus scheduler,

4.3 Individual Conference, Seminar, Workshop & Research Professional Development

- 4.3.1** Each teacher shall be entitled to attend one (1) professional development activity of their choosing each year. The Board reserves the right to limit the total cost under section 4.3 to Fifty Thousand Dollars (\$50,000.00).
- 4.3.2** Registration expenses shall be paid in full for all activities.
- 4.3.3** This fund may be used for one (1) subject council fee per year, subject to attendance at the special subject conference.
- 4.3.4** Travel expenses, including per kilometre allowance and meal allowance, shall be paid at Board rates,
- 4.3.5** Actual accommodation expenses shall be paid as evidenced by receipts.
- 4.3.5.1** Teachers who use alternate accommodations will be reimbursed at a rate of Twenty Dollars (\$20.00) per night.
- 4.3.6** Teachers may apply, and the Director of Education may approve, additional professional development activities in addition to the first (1st) request and the cost of such approved additions shall be charged against the amount noted in clause 4.3.1.
- 4.3.7** Teachers attending out of province conferences shall be paid travel to the nearest city with an airport. Teachers shall be responsible for all transportation expenses beyond that point.
- 4.3.8** Initial reimbursement of expenses, as outlined in Sections 4.3.2 to 4.3.7 inclusive, shall be made to a maximum of Five Hundred Dollars (\$600.00) per teacher per approved activity. Reimbursement of expenses claimed in excess of this initial payment shall be made at the end of the calendar year by prorating monies remaining in the fund,

4.4 School Division Directed Professional Activities

- 4.4.1** Teachers required to attend meetings of curriculum committees, report card committees, or other professional committees under the direction of the Director of Education, Assistant-Director of Education or Principal shall be paid expenses at Board Rates.

Section 5 Sabbatical Leave

- 5.1** The Board may grant sabbatical leave to teachers who have completed six (6) or more years of continuous service with the Board.
- 5.2** A written application for the sabbatical leave, describing fully the program to be undertaken by a teacher during such leave, shall be in the hands of the Board not later than January 1st of the year in which the leave is to commence.
- 5.3** If more than one (1) teacher applies for sabbatical leave, the selection committee shall recommend to the Board which teacher will be granted leave.
- 5.3.1** A selection committee shall be established consisting of four (4) teachers named by the Souris Moose Mountain Teachers' Association.
- 5.4** Applicants for sabbatical leave shall be given written notice of the decision of the Board on or before March 31st of the year in which the leave is to commence.
- 5.5** The teacher granted Sabbatical leave shall be paid Twelve Thousand Five Hundred Dollars (\$12,500.00).

- 5.6 Following the leave, the teacher shall return to the position agreed to prior to the leave or to a position mutually agreed to by the teacher and the Director of Education.
- 5.7 The teacher shall undertake in writing to return to the employ of the Board for a minimum of one (1) year upon completion of the sabbatical leave,

Section 6 Educational Leave

6.1 Education Leave With Pay

- 6.1.1 The Board may grant assisted leave for professional development for a period of time up to one (1) year.
- 6.1.2 Applications for assisted leave for professional development shall be in writing, shall describe the program of activities to be undertaken by the teacher during such leave, and shall be in the hands of the Board not later than January 1st of the year in which the leave is to commence.
- 6.1.3 The Selection Committee, as outlined in 5.3.1, shall consider each application for assisted leave for professional development, may hold a personal interview with the applicant, and shall recommend to the Board whether an applicant shall be granted or shall not be granted assisted leave for professional development, no later than February 1st of the year in which the leave is to commence.
- 6.1.4 Applicants for assisted leave for professional development shall be given written notice of the decision of the Board on or before March 31st of the year in which the leave is to commence.
- 6.1.5 The Board shall award a teacher granted assisted leave for professional development under this section one tenth (1/10) or fifty percent (50%) of the teacher's basic salary or portion thereof for each month or portion thereof that the teacher is engaged in the program of professional development.

6.2 Educational Leave without Pay

- 6.2.1 A teacher may be granted education leave without pay for a period of up to fourteen (14) consecutive months. A teacher's application for such leave shall be submitted in writing to the Board not later than three (3) months prior to the date on which the leave is to commence, and the Board shall, in writing, notify the teacher of its decision on the application no later than thirty (30) days prior to the date on which the leave is to commence.

6.3 Conditions of Leave

- 6.3.1 For all educational leaves, a written leave agreement shall be completed by the Board and the teacher, setting out the conditions of the leave as well as any return requirements and commitments.
- 6.3.2 The teacher shall undertake in writing to return to the employ of the Board for one (1) year if granted between zero percent (0%) and fifty percent (50%) of the annual basic salary.
- 6.3.3 Should the teacher die or become incapacitated while on educational leave there shall be no liability on the teacher's estate or any other person for repayment of the award,
- 6.3.4 If the teacher fails to comply with the agreement referred to heretofore, the teacher shall refund the money awarded together with interest at the preferred bank lending rate prevailing at the time of the award.

6.3.4.1 The payment of monies shall commence not later than the 30th of the month following the date the teacher would normally have returned to service. If a teacher fails to complete a return for a reason acceptable to the Grievance Committee, the monies shall be prorated to the amount of service not returned.

6.3.4.2 Should the teacher partially meet the requirements of an educational leave, the refund shall be in proportion to that portion of the program which the teacher failed to complete.

6.3.5 If at any time the teacher violates any of the provisions of an award, the agreement shall become null and void and further payments under the award shall cease and all monies previously advanced shall become due and payable forthwith.

Section 7 Specialist Leave

7.1 Specialist Leave with Pay

7.1.1 Where the Board requests by resolution a teacher to acquire specialist training the Board shall pay 1/197 of the teacher's basic salary in accordance with the Provincial Collective Bargaining Agreement for each day of training attendance, plus related tuition, registration, and course materials, with living expenses to be negotiated between the teacher and the Board prior to the teacher's acceptance of requested training.

7.1.2 The teacher shall undertake in writing to return to the employ of the Board for:

7.1.2.1 A minimum of two (2) consecutive years of service when specialist training requires a leave for one (1) semester.

7.1.2.2 A minimum of three (3) consecutive years of service when specialist training requires a leave for a full year.

7.2 Conditions of Leave

7.2.1 Conditions of leave for specialist leaves shall be the same as for Educational Leaves.

Section 8 Leave Requests

8.1 Special Leave

8.1.1 The Board may grant any teacher leave of absence with pay, with partial pay, or without pay, for any matter that the teacher considers important.

8.1.2 Written application for leave under section 8.1.1 including reason(s) for the leave, date(s), and principal's signature, shall be submitted to the Board at least thirty (30) days prior to the commencement of the leave.

8.1.3 When circumstances make it impossible to obtain Board approval prior to taking a leave under section 8.1.1, the approval of the Director of Education shall be obtained before the leave is taken and the decision concerning pay shall be at the discretion of the Board. When approval is granted, the teacher shall notify his principal of the pending absence.

8.1.4 The Board shall grant any teacher leave of absence without pay up to one (1) day per school year for pressing personal reasons of the teacher. The teacher shall notify the principal of the leave prior to taking it.

8.2 Emergency Leave

- 8.2.1** When circumstances beyond the teacher's control, such as fire, flood, or storm, make it necessary for the teacher to be absent from their teaching duties, the teacher shall submit to the Board in writing, within thirty (30) days of the date the leave commenced, evidence of valid cause for his absence from work. This submission shall include the principal's signature to indicate awareness of the teacher's written submission.
- 8.2.2** The Board shall grant pay for one (1) day of absence per school year to a teacher who has taken leave under Section 8.2.

Section 9 Bereavement Leave

- 9.1** Bereavement leave with pay shall be granted by the Board to a teacher as follows:
- 9.1.1** Up to five (5) days at the discretion of the teacher upon the death of the father, mother, step-parent, child, brother, sister, grandparent or grandchild of the teacher or teacher's spouse or partner, and upon the death of the spouse, partner, aunt, uncle, niece, nephew or cousin of the teacher.
- 9.1.2** Up to one (1) day to attend a funeral as a pallbearer.
- 9.2** A leave of absence without pay not exceeding two (2) teaching days shall be granted to a teacher when the teacher chooses to attend the funeral of a relative or friend other than the Immediate family listed in clause 9.1.1.
- 9.3** The Board may, at its discretion, grant bereavement leave with pay for other reasons or in excess of the number of days designated in section 9.1.
- 9.3.1** Application for leave in section 9.3 shall be made in writing to the Board, giving a brief explanation of the reasons and/or circumstances necessitating the leave, not later than thirty (30) days from the commencement of the leave. Such application shall be supported by the signature of the principal of the school in which the teacher is employed,

Section 10 Compassionate Leave

- 10.1** A leave of absence with pay not exceeding two (2) days in each instance shall be granted to a teacher when the teacher deems it necessary to be present when a member of the teacher's immediate family or the teacher's spouse or partner's immediate family is seriously ill.
- 10.1.1** The Immediate family shall be defined as the spouse or partner, brother, sister, son, daughter, grandchild, mother, father, or surrogate parent.
- 10.2** A leave of absence without pay not exceeding two (2) days in each instance shall be granted to a teacher when the teacher chooses to attend to, or visit, a seriously ill friend or relative other than the immediate family listed under clause 10.1.1.
- 10.3** The Board reserves the right to grant a leave of absence with pay less substitute teacher salary under clause 10.2.
- 10.4** An explanation in writing to the Board, stating reasons or circumstances necessitating the leave, shall be made within thirty (30) days from the commencement of the leaves under sections 10.1 and 10.2.
- 10.5** Under special circumstances, the Board may grant leave in excess of the maximum number of days provided in sections 10.1 and 10.2.

Section 11 Maternity, Paternity and Adoption Leave

- 11.1 The *labour standards Act*, governing Maternity, Paternity, and Adoption leaves shall apply.
- 11.2 Up to one (1) day, with pay, shall be granted to a teacher who chooses to take leave at the occasion of the birth or adoption of the teacher's child.

Section 12 Negotiation Leave

- 12.1 Teacher representatives on the Local Implementation and Negotiation Committee of the Souris Moose Mountain Teachers' Association, not exceeding five (5) in number, shall suffer no loss of salary for time necessarily absent from regular duties for purposes of participating in negotiation, mediation, conciliation, arbitration or grievance proceedings involving local agreement issues.

Section 13 Supervision**13.1 Lunch Supervision.**

- 13.1.1 Noon hour/Lunch supervision shall be guaranteed by the Souris Moose Mountain Teachers' Association under the supervision of the principal for each day students are in the school for regular classes.
- 13.1.2 Teachers performing lunch supervision shall be entitled to one (1) day personal leave for each twelve (12) hours of lunch supervision. A maximum of two and one half (2.5) days personal leave may be earned in one (1) school year with thirty (30) hours of lunch supervision.
- 13.1.3 Teachers performing in excess of thirty (30) hours of lunch supervision shall be paid at the rate of Fifteen Dollars (\$15.00) for each hour of lunch supervision above the thirty (30) hours.
- 13.1.4 Teachers shall be allowed to carry forward two and one half (2.5) days per year to a maximum of five (5) days.
- 13.1.5 Teachers not using personal leaves, and not carrying the leave over to the next year, shall be paid at the rate of Fifteen Dollars (\$15.00) per hour of lunch supervision.
- 13.1.6 Each school shall continue its existing practices in regards to time and supervising personnel patterns.
- 13.1.7 Supervising personnel are defined as teachers or other Souris Moose Mountain School Division No.122 employees.
- 13.1.8 Payment to each teacher performing lunch supervision shall be made in June of each year. The principal shall forward the required forms to the Division Office in June of each year, as requested, indicating whether the teacher wishes to be paid or wishes to bank personal leave days in lieu of payment.
- 13.1.9 Leave may be taken at any time during the school year in blocks of no less than one-half (0.5) days at a time.

13.2 Bus Supervision (for feeder schools).

13.2.1 Any teacher responsible for supervision of students before 8:45 AM and after school closing due to busing schedules will be paid at the rate of Fifteen Dollars (\$16.00) for each hour of supervision provided,

13.2.2 Supervision time shall be recorded in units rounded down to the nearest fifteen (15) minutes.

13.3 The principal's approval is necessary for the teacher to take personal days.

Section 14 Band Teachers' Leave

14.1 Band teachers shall receive one (1) day leave for each school year in consideration of credit classes in band taught outside of regular school hours.

Section 15 Special Allowances**15.1 Itinerant Band Teachers**

15.1.1 Itinerant Band teachers shall be paid a special allowance according to the following schedule:

<u>Year of Employment with the Board</u>	<u>Special Allowance</u>
First	\$1,236.00
Second	\$1,406.00
Third	\$1,535.00
Fourth and Subsequent	\$1,832.00

15.1.2 In the event that a teacher is authorized by the Board to travel by automobile in the performance of the teacher's duties, the teacher shall be reimbursed in the same manner as outlined in sections 4.3.4 and 4.3.5 of this agreement.

15.2 Special Responsibilities

15.2.1 When any position is designated by the Board as having special responsibilities in relation to other teachers which are of supervisory, administrative, or of a nature not normally associated with a regular teaching position, the Board shall pay a special allowance of ten percent (10%) of the basic salary in addition to the basic salary. This amount shall be distributed equally among monthly pay cheques.

15.2.2 In the event that a teacher is authorized by the Board to travel by automobile in the performance of the teacher's duties, the teacher shall be reimbursed in the same manner as outlined in sections 4.3.4 and 4.3.5 of this agreement.

Section 16 Extra Curricular Activities

16.1 The Board recognizes and appreciates those teachers who volunteer to conduct extra-curricular activities outside regular school hours.

16.2 The Board shall provide the sum of Sixteen Thousand Dollars (\$16,000.00) to the Souris Moose Mountain Teachers' Association by December 11th of each calendar year for allocation to individuals providing services for extra-curricular activities.

16.3 The Souris Moose Mountain Teachers' Association shall provide the Board with a summary of payments by the February Board meeting.

Section 17 Employment Insurance Rebate

17.1 The Board shall remit to the Secretary-Treasurer of the Souris Moose Mountain Teachers' Association the amount of the teachers' five-twelfths (5/12) share of the rebate received by the Board from the Employment Insurance Commission pertaining to contributions made by and on behalf of the teachers.

Section 18 Grievance Procedure

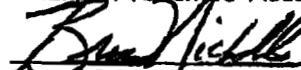
18.1 Any grievance arising out of this agreement shall be resolved by the Grievance Committee. The decision of the Grievance Committee shall be binding on all parties.

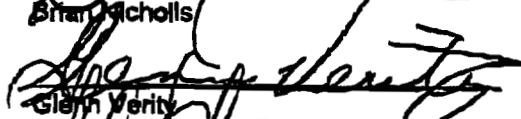
18.2 When a teacher is satisfied that a grievance exists, the teacher shall submit the grievance in writing to the Grievance Committee.

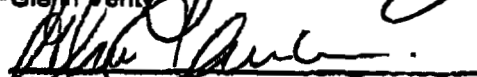
18.3 The Grievance Committee shall consist of two (2) Board of Education members, two (2) members of the Souris Moose Mountain Teachers' Association Bargaining Committee and a chair to be mutually agreed upon by the above.


Signed at Oxbow, Saskatchewan this 22nd day of March, 2001.

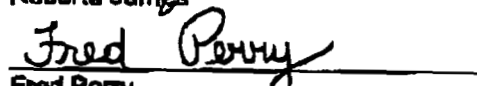
Signed on behalf of the Souris Moose Mountain Teachers' Association


Brian Nicholls

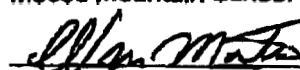

Glenn Verity



Glenn Lawson



Roberta James



Fred Perry

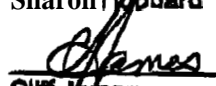
Signed on behalf of the Souris Moose Mountain School Division #122


Wm Martin


Pat Ford


Gisele Carriere


Sharon Hubbard


Cliff James

Letter of Understanding

The Board of Education of the Souris Moose Mountain School Division No. 122 of Saskatchewan and the Souris Moose Mountain Teachers' Association (hereinafter referred to as "the Board" and "the Teachers") agree to this statement of understanding with respect to the following Retirement Incentive Policy:

1. When a teacher becomes eligible for a retirement pension according to the Provincial Collective Bargaining Agreement, the Board shall pay to the teacher who so retires, in two (2) equal annual payments, one half (1/2) in July of the year of retirement and one half (1/2) in July of the second year of retirement, an incentive calculated in the following manner:

1.1 The number of years in the employ of this Board and its predecessors, Oxbow School Division # 51 and Arcola School Division # 72, multiplied by three percent (3%), times the total annual salary and allowances of the teacher calculated in accordance with sections 2 and 4 of the Provincial Collective Bargaining Agreement, to a maximum of fifty percent (50%) of the total annual salary,

1.2 When a teacher chooses to continue to teach, the incentive shall be reduced so that the entire schedule of incentive shall be as follows:

- 1) after 30 years or less, 100% of the calculation in 1.1
- 2) after 31 years, 80% of the calculation in 1.1
- 3) after 32 years, 60% of the calculation in 1.1
- 4) after 33 years, 40% of the calculation in 1.1
- 5) after 34 years, 20% of the calculation in 1.1
- 6) after 35 years, no incentive will be paid.

1.2.1 If a teacher, eligible to retire during a school year chooses to teach until the end of that school year, the teacher shall suffer no loss in retirement incentive.


2. This Letter of Understanding will become effective upon the date of its signing.

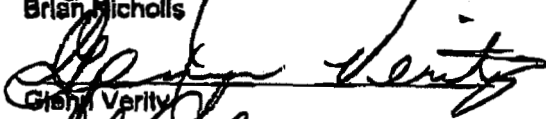
3. This Letter of Understanding will expire on December 31, 2004 unless the parties mutually agree to suspend it.

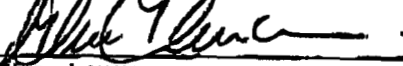
4. This Letter of Understanding is not a collective bargaining agreement within the meaning of The Education Act, 1995.


Signed at Oxbow, Saskatchewan this 22nd day of March, 2001.


Signed on behalf of the Souris Moose Mountain Teachers' Association


 Brian Micholls

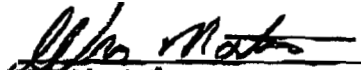

 Glenn Verity



 Glenn Lawson



 Roberta James

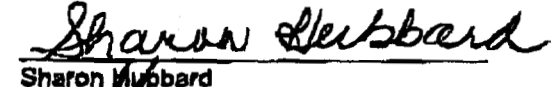

 Fred Perry


Signed on behalf of the Souris Moose Mountain School Division #122


 Wm Martin


 Pat Ford


 Gisele Carriere


 Sharon Hubbard


 Cliff James