

HORIZON SCHOOL

DIVISION

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&

HORIZON  
TEACHERS'  
ASSOCIATION

**LINC**

**Agreement**

**May 6, 2009**

11890(04)

## Table of Contents

<u>ARTICLE</u>	<u>PAGE</u>
Section 1 – Term of Agreement.....	2
Section 2 – Sabbatical Leaves.....	2, 3
Section 3 – Educational Leaves.....	4, 5
Section 4 – Educational Awards.....	5
Section 5 – Early Dismissal.....	5, 6
Section 6 – Personal Professional Development.....	6, 7
Section 7 – Payment of Salaries.....	7
Section 8 – Substitute Teacher Pay.....	8
Section 9 – Extra-Curricular Activity.....	8, 9
Section 10 – Noon-Period Supervision.....	9
Section 11 – Leaves.....	9, 10
Section 12 – Parenting Leave.....	10, 11
Section 13 – Travel Allowances.....	11
Section 14 – Earned Days Off (EDO).....	11
Section 15 – Special Allowances.....	12
Section 16 – Grievance Procedure.....	12
 Letter of Understanding: Payment for Special Allowances.....	 13

# LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

**BETWEEN: The Board of Education of the Horizon School Division No, 205 of Saskatchewan, (hereinafter called “the Board”)**

**AND: The teachers of the Horizon School Division No. 205 of Saskatchewan (hereinafter called “a teacher”)**

**Constitutes the Local Agreement negotiated in accordance with *The Education Act, 1995*.**

## AGREEMENT

Unless the context otherwise requires it, all terms and expressions used in this Agreement shall have the same meaning as given in *The Education Act, 1995*.

Any and all references to years of service with the Board shall include years of service in the Horizon School Division plus years of service in any of the legacy school divisions.

Any and all references to legacy school divisions include:

- Humboldt High School Division #17
- Humboldt Rural School Division #47
- Humboldt School Division #104
- Lakeview School Division #142
- Lanigan School Division #40
- Sask. Central School Division #121
- Wakaw School Division #48

### **SECTION 1 --- Term of Agreement**

1.0 This agreement shall be effective from August 15, 2009 to August 14, 2011, and thereafter until revised in accordance with *The Education Act, 1995*.

### **SECTION 2 --- Sabbatical Leaves**

2.01 The Horizon School Division #205 may make available sabbatical leave for up to two teachers per year for a period of up to ten (10) months. To be eligible, teachers must be in the employ of the Horizon School Division #205 under a continuing contract; must have completed a minimum of seven (7) years of continuous service and must be subject to the following conditions:

2.01.02 A Sabbatical Leave may be granted for the purposes of professional or personal growth and development.

- 2.02.03 Applications for Sabbatical Leave shall be forwarded to the Director of Education, or designate, not later than March 15<sup>th</sup> of the school year preceding the year in which the leave is requested. Applicants shall be notified of the decision of the Selection Committee no later than May 15 of the school year preceding the year in which the leave is requested.
- 2.02.04 The teacher shall undertake in writing at the time of the award to return to the Board for a period of time not less than three years of return service immediately following the leave.
- 2.02.05 The Teacher, upon return to Horizon School Division #205, shall be placed in a position comparable to the position held prior to the award.
- 2.02.06 When a leave of absence is granted under this section, the Teacher and the Director of Education or designate shall execute a written agreement incorporating the term and conditions of the leave, as set out in this Agreement.
- 2.03 The Selection Committee for Sabbatical Leaves granted under this section shall consist of the Director of Education, and/or designate(s) to a maximum of three members, and the LINC Chairperson of the Horizon Teachers' Association, and/or designate(s) to a maximum of three members.
- 2.04 The Selection Committee shall meet and make recommendations to the Director of Education so as to comply with time schedules specified.
- 2.05 The Director of Education shall establish a uniform percentage by May 1 of the school year prior to the year for which the leave is applied.
- 2.06 Should the Teacher fail to complete the program approved as a condition of receiving the leave, the Teacher shall undertake to refund the full amount of the payments made to the Teacher under this section, together with interest at the prime bank lending rate prevailing, at the time the leave was granted. The refunding shall be completed no more than one year following the expiry date of the leave.
- 2.07 Should a Teacher die while on leave of absence in accordance with the provisions of this Article, or during any period of return service, there shall be no liability on any person for refund of payments made to the Teacher during the leave. It is also understood that the liability of the Board to continue payment is also immediately terminated.

### **SECTION 3 --- Educational Leaves**

- 3.01 The Horizon School Division #205 may make available educational leave for up to two teachers per year for a period of up to ten (10) months. To be eligible, teachers must be in the employ of the Horizon School Division #205 under a continuing contract and have completed a minimum of two (2) years of continuous service and are subject to the following conditions:
- 3.01.02 **An** Educational Leave may be granted for the purposes of professional growth and development.
  - 3.01.03 Applications for Educational Leave shall be forwarded to the Director of Education or designate, on or before March 15<sup>th</sup> of the school year preceding the year in which the leave is requested. Applicants shall be notified of the decision of the Selection Committee on or before May 15<sup>th</sup> of the school year preceding the year in which the leave is requested.
  - 3.01.04 The teacher shall undertake in writing at the time of the award to continue employment with the Board for a period of time not less than three years immediately following the leave.
  - 3.01.05 The Teacher, upon return to Horizon School Division #205, shall be placed in a position comparable to the position held prior to the award.
- 3.02 **Priority** will be given to educational leave proposals that comply with those areas of emphasis identified by the Division.
- 3.03 The Selection Committee for Educational Leaves granted under this section shall consist of the Director of Education, and/or designate(s) to a maximum of three members, and the LNC Chairperson of the Horizon Teachers' Association, and/or designate(s) to a maximum of three members.
- 3.04 The Selection Committee shall meet and make recommendations to the Director of Education so **as** to comply with time schedules specified.
- 3.05 The Director of Education shall establish a uniform percentage by May 1 of the school year prior to the year for which the leave is applied.
- 3.06 Should the Teacher fail to complete the program approved as a condition of receiving the leave, **the** Teacher shall undertake to refund the full amount of the payments made to the Teacher under this section, together with interest at the prime bank lending rate prevailing, at the time the leave was granted, The

refunding shall be completed no more than one year following the expiry date of the leave.

- 3.07 Should a Teacher die while on leave of absence in accordance with the provisions of this Article, or during any period of return service, there shall be no liability on any person for refund of payments made to the Teacher during the leave. It is also understood that the liability of the Board to continue payment is also immediately terminated.

#### **SECTION 4 – Educational Awards**

- 4.01 Priority will be given to the educational award applications that comply with those areas of emphasis identified by the Director of Education or designate.
- 4.02 Awards may be granted for post-secondary classes that are taken to improve the teacher's professional practice.
- 4.03 Upon successful completion of a class by the teacher and upon receipt of their official transcript, the Director of Education or designate, shall authorize payment of **an** award to the teacher equal to one hundred dollars (\$100.00) per credit hour to a maximum of six hundred dollars (\$600.00) per year. (September 1 – August 31).
- 4.04 A teacher, requested by the Director of Education or designate to take a specific course, shall be granted an educational award that reimburses the teacher for expenses incurred for meals, and tuition. Where deemed appropriate by the Director of Education or designate, teacher will be reimbursed for mileage and/or accommodation.
- 4.05 Every reasonable effort will be made by the teacher to apply for **an** educational award at least two months prior to the commencement of the class. The Director of Education or designate will notify the applicant of the decision to grant or deny the award within one month of receiving the application.

#### **SECTION 5 - Early Dismissal**

- 5.01 There will be one noon dismissal per month in every school in each of the months September to May (with the exception of December) for the purposes of teacher preparation time, school-based professional development and staff meeting time.
- 5.02 The days scheduled **for** noon dismissal will be common to all schools in the Division and will be determined in consultation with the Director of Education or designate.

- 5.03 Upon written request to the Director of Education or designate, school-based exceptions to the scheduling of these common days, to a maximum of one, may be given consideration and approval.

## **SECTION 6 – Personal Professional Development**

- 6.01 Personal Professional Development is defined as an activity that enhances a teacher's qualifications, skills or abilities. Teachers may use funds from their personal professional development fund for the purposes of attending conferences, mentoring, peer coaching or other related activities given prior approval by the Director of Education or designate.
- 6.02 The use of funds allocated to professional development should be guided by those areas of targeted professional growth identified in the Professional Growth Plan.
- 6.03 Each teacher employed on a continuing contract will receive \$600 per year for professional development. A teacher's professional development fund can accumulate to a maximum of \$1,200.
- 6.03.01 Teachers in the employ of the Board with a continuing contract of fifty percent (50%) or more shall be eligible to receive full professional development funds as per 6.02.
- 6.03.02 Teachers in the employ of the Board with a continuing contract of less than fifty percent (50%) shall be eligible to receive \$300.00 per year for professional development. A teacher's professional development fund may accumulate to a maximum of \$600.00.
- 6.03.03 Teachers with a temporary contract shall receive professional development funding calculated as a percentage of year multiplied by the percentage of the contract.
- 6.03.04 In the event that a teacher is awarded a temporary contract immediately following the conclusion of a previous temporary contract, funds allocated to his/her professional development fund shall be carried over for the term of the second temporary contract.
- 6.04 The Board shall cover substitute costs to a maximum of two (2) days per teacher per school year for professional development. Any days in excess of the two (2) days will be charged to the teacher's professional development fund.
- 6.04.01 Funds allocated to a teacher's personal professional development fund can be used for reimbursement of receipted expenses for registration fees, meals, accommodation and travel to a maximum of Board rate.

- 6.05 Any funds that are currently in a teacher's professional development fund through the provisions of a legacy LINC Agreement shall be carried over to this new fund. After August 14, 2010 all funds in excess of \$1200.00 shall be reduced to the maximum of \$1200.00.
- 6.06 Funds allocated to a teacher's professional development fund will not be used for Board-directed professional development.
- 6.07 For the purposes of this article, prior approval from the Director of Education or designate is required for out-of-province travel. Requests for out of province travel must be submitted for consideration a minimum of two months prior to the scheduled event.

### **SECTION 7 – Payment of Salaries**

- 7.01 Except as provided hereunder, every teacher shall have his/her salary paid on a ten-month basis.
- 7.02 Those teachers on a continuing contract may choose, upon application to the Payroll Supervisor, on or before September 10 of any given school year, to have his/her salary paid on a twelve-month (12) schedule. Once initiated, the twelve-month pay schedule will remain in effect until such time as written application is made to the Payroll Supervisor with a request to revert to the ten-month (10) schedule.
- 7.03 Every reasonable effort shall be made to have monthly payments of salary issued by direct deposit by the 25<sup>th</sup> of the month, or the closest banking day preceding the 25<sup>th</sup>, when the 25<sup>th</sup> is not a banking day.
- 7.04 Pursuant to Section 7.03 the exception(s) will be in the month of June, when payment shall be on the last day of school in June for those teachers who are retiring or whose employment with Horizon School Division has been terminated.
- 7.05 Where applicable, all adjustments to pay due to payout for noon-period supervision and/or extra-curricular involvement shall occur in the month of July.
- 7.06 Teachers wishing to make changes in the banking institution of their choice must provide written notification to the Payroll Supervisor at least ten (10) days written notice prior to the subsequent pay date.
- 7.07 Every reasonable effort shall be made to have salary confirmation slips sent to teachers, on or before payday. July confirmation slips will be mailed to those teachers on a twelve-month (12) pay schedule.



## **SECTION 8 - Substitute Teacher Pay**

- 8.01 Effective the date of signing of this Agreement, each substitute teacher shall be paid a rate equal to 1/ the number of school days in the school year of the base rate of Class III Step I of the Provincial Collective Agreement, rounded up to the nearest dollar per day.
- 8.02 Effective the date of signing, in the event that a substitute teacher teaches more than five (5) consecutive days for the same teacher, commencing on the sixth day, that substitute teacher shall be paid a rate equal to the Class and Step on the Provincial Salary Grid for which they qualify.
- 8.03 Non-instructional days do not constitute an interruption in service.
- 8.04 When a substitute teacher teaches for part of the day, their salary shall be calculated according to the percentage of the school day for which they worked.
- 8.05 If, upon arrival at work, a substitute teacher is informed that his/her services are no longer required, the principal shall reassign the substitute teacher for one-half (½) day.
- 8.06 Every reasonable effort shall be made to have payment in the accounts of substitute teachers by the tenth (10<sup>th</sup>) of the month subsequent to the month in which they taught.

## **SECTION 9 - Extra-Curricular Activity**

Extra-curricular hours are defined as any hours that take place outside instructional hours, and which involve direct supervision of students involved in those extra-curricular activities that have been recognized and approved by the Director of Education or designate.

- 9.01 Earned days off (EDO's) for extra-curricular activities shall be earned at the following rate:

30 hours earns 0.5 day  
60 hours earns 1 day  
90 hours earns 1.5 days  
120 hours earns 2.0 days  
150 hours earns 2.5 days  
180 hours earns 3 days

- 9.01.01. The maximum number of hours that will be recognized as extra-curricular time on instructional days is six (6).

9.01.02. The maximum number of hours that will be recognized as extra-curricular time on non-instructional days is fourteen (14).

9.02 Any hours accumulated that fall between the increments outlined in 9.01 will be carried over to the next year.

9.03 If the teacher does not wish to take the accumulated leave or carry the day(s) over, he/she may choose to be compensated at the rate of substitute teacher pay.

9.04 The maximum number of EDO's that can be earned for involvement in extra-curricular activities in an academic year is three (3). Any extra curricular hours in excess of one hundred eighty (180), to a maximum of sixty (60), shall be compensated at a rate equivalent to 1/60 of the rate of substitute teacher pay.

9.05 Extra-curricular hours earned through provisions included in legacy division's LINC Agreements shall be used or paid out by August 14, 2010.

9.06 A teacher may not concurrently be engaged in extra-curricular activities and noon-period supervision.

## **SECTION 10 – Noon-Period Supervision**

10.01 Every teacher who volunteers to provide noon-period supervision shall be compensated three (3) days leave of absence with pay. These three (3) days are referred to as EDO's.

10.02 For the purpose of this section, student activities inside and outside the school as well as student activities in the gym are recognized as noon-period supervision.

## **SECTION 11 – Leaves**

### **11.01 Bereavement Leave**

11.01.01 Leave with pay of up to ten (10) days shall be granted to a teacher upon the death of a partner, child or parent.

11.01.02 Leave with pay of up to five (5) days shall be granted to a teacher upon the death of a member of the immediate family. For the purpose of this article, immediate family shall include brother, sister, grandparent and grandchild.

11.01.03 Leave with pay of up to three days shall be granted to a teacher upon the death of a member of the extended family. For the purpose of this article, extended family shall include parent-in-law, sister-in-law, brother-in-law,

aunt, uncle, niece, nephew and the grandparents of the teacher's partner.

11.01.04 Leave with pay of up to one day shall be granted to a teacher to attend the funeral of a personal friend.

### **11.02 Compassionate Leave**

11.02.01 Leave with pay shall be granted to a teacher, in the event of a serious injury, medical emergency or critical illness involving a member of their immediate family.

11.02.02 For the purpose of this article, immediate family shall include partner, child, parent, brother, sister, grandparent and grandchild.

11.02.03 For the purpose of this article, leave with pay to a maximum of five (5) days per academic year shall be granted upon application to and approval of the Director of Education or designate.

11.02.04 In the event of extenuating circumstances, the teacher, upon written request, may be granted additional leave.

### **11.03 Special Leaves**

11.03.01 Personal Leave - A teacher shall be granted three (3) days per school year without loss of pay for personal reasons.

11.03.02 Negotiating Leave - Teachers certified as representatives of the Local Bargaining Committee shall suffer no loss of salary for time absent from their regular duties for the purpose of participating in negotiations, or in mediation, conciliation and arbitration proceedings.

11.03.03 STF Councillors Leave - Teachers who are STF councillors will be allowed to attend meetings called by the Director of Education or designate when requested to do so by a teacher requiring his/her services. In such circumstances his/her attendance shall result in no loss of pay for the councillor.

## **SECTION 12 - Parenting Leave**

12.01 Teachers, upon notification in writing, shall be granted maternity leave as per *The Labour Standards Act*.

12.02 Teachers, upon notification in writing, shall be granted paternity leave as per *The Labour Standards Act*.

12.03 Upon request in writing, paternity leave of up to two (2) days, one day with pay and one day without pay, shall be granted to a teacher upon the birth of his child.

12.04 Teachers, upon notification in writing, shall be granted adoption leave as per *The Labour Standards Act*.

### **SECTION 13 - Travel Allowances**

13.01 All teachers, when directed by the Board to travel, shall be compensated for mileage at Board rate.

13.02 Receipted expenses for meals shall be reimbursed at Board rate.

13.03 Receipted expenses for accommodations shall be reimbursed at Board rate.

13.04 When staying with friends or relatives, lodging shall be compensated at Board rate.

### **SECTION 14 - Earned Days Off (EDO)**

14.01 EDO's earned prior to this Collective Agreement shall be carried forward with this Agreement.

14.02 A teacher shall be allowed to accumulate a maximum of six (6) EDO's. (Three earned for noon-period supervision and three earned for extra-curricular activities.)

14.03 Pending operational feasibility of the school, a teacher shall be able to access his/her EDO's on any day of the year.

14.04 A teacher shall be able to use a maximum of five (5) EDO's on consecutive teaching days.

14.05 A teacher shall be able to use a maximum six (6) EDO's per year.

14.06 If the teacher does not wish to take **the** accumulated leave or carry the days over, he/she may choose to be compensated at per diem rate of substitute teacher pay.

14.07 Each EDO shall consist of a morning and an afternoon.

14.08 Notwithstanding 7.05 a teacher may request partial or complete payment for EDO's once during the school year in a month other than June,

## **SECTION 15 – Special Allowances**

- 15.01 Teachers employed by the Horizon School Division #205 and who are assigned one of the following designations by the Director of Education shall be paid an allowance in accordance with the following:

<b>Designation</b>	<b>Allowance</b>
Coordinator	18% of the max of the teacher's class
Speech and Language Pathologist	15% of the max of the teacher's class
Educational Psychologist	15% of the max of the teacher's class
Consultant	10% of the max of the teacher's class
Career Guidance Counsellor	10% of the max of the teacher's class
Educational Technologist	10% of the max of the teacher's class
<del>Band</del> Director	10% of the max of the teacher's class
Student Activities Administrator	10% of the max of the teacher's class

## **SECTION 16 - Grievance Procedure**

- 16.01 Any grievance arising out of this Agreement shall be submitted in writing to the Grievance Committee provided efforts to resolve the matter through administrative channels have failed.
- 16.02 Upon receipt of a grievance, a Grievance Committee, consisting of six (6) members, three (3) appointed by the LINC and three (3) appointed by Director of Education or designate shall be formed.
- 16.03 Upon notification of a grievance, the Grievance Committee shall meet within fifteen **(15)** teaching days to consider the grievance.
- 16.04 The Grievance Committee shall make written recommendations to the parties to the grievance, as it deems advisable. A decision of the Grievance Committee shall be considered carried if passed by a majority of the Committee, present **and** voting. The recommendations shall **be** written within thirty (30) calendar days of the meeting.
- 16.05 The decision of the Grievance Committee shall not be binding on either party.
- 16.06 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter for arbitration in accordance with terms of The Education Act, 1995 and any amendments thereto.
- 16.07 Any reference to the parties shall be deemed to refer to the signatories to this Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF EDUCATION FOR THE HORIZONSCHOOL DIVISION #205**

**AND**

**THE HORIZON TEACHERS ASSOCIATION**

**RE: PAYMENT FOR SPECIAL ALLOWANCES**

Effective the ratification date of this Agreement, all teachers entitled to the special allowance as per Section 15.01, shall receive that allowance in accordance with the rates outlined in this Section of the Agreement, effective the 2008-09 school year or the date of appointment made in that school year.

Any teacher receiving a special allowance under a legacy agreement that is in excess of the special allowance set out in 15.01 shall not be impacted by this Letter of Understanding.

In witness whereof, the parties hereto, have caused this Letter of Understanding to be executed this 6<sup>th</sup> day of May, 2009.

EXECUTED ON BEHALF OF:  
THE BOARD OF EDUCATION FOR  
THE HORIZON SCHOOL DIVISION #205

EXECUTED ON BEHALF OF:  
THE HORIZON TEACHERS'  
ASSOCIATION

Philip Benson

Cullen Ande

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Wayne Bigen

[Signature]

Kandace Choyle

M. L. Wolf

Bob Dignean

[Signature]

Elsa Hancock

[Signature]

Raydine Fontaine

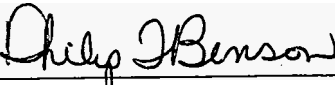
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In witness whereof the parties have hereunder affixed their seals attested by the hands of their properly authorized Officers in that behalf

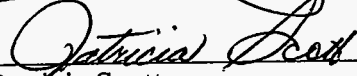
Executed this 6<sup>th</sup> day of May, 2009.

EXECUTED ON BEHALF OF:

THE BOARD OF EDUCATION FOR  
THE HORIZON SCHOOL DIVISION #205

  
\_\_\_\_\_  
Phil Benson


  
\_\_\_\_\_  
Marc Danylehuk

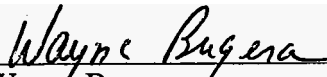
  
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Patricia Scott

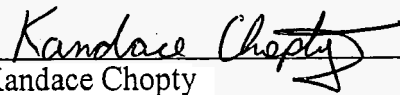
  
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Marrion Wolff

EXECUTED ON BEHALF OF:

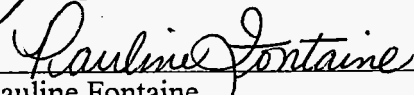
THE HORIZON TEACHERS'  
ASSOCIATION

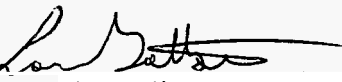
  
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Bill Anderson

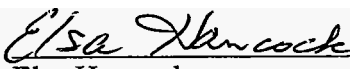
  
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Wayne Bugera

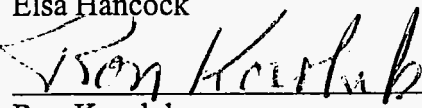
  
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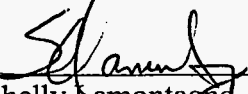
  
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Pauline Fontaine

  
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Lorne Gottselig

  
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Elsa Hancock

  
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Ron Koroluk

  
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Shelly Lamontagne

