

2001 - 2004
LOCAL COLLECTIVE
BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
BATTLEFORDS SCHOOL DIVISION NO. 118**

AND

**THE TEACHERS' LOCAL IMPLEMENTATION
AND NEGOTIATION COMMITTEE**



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SECTION 1 - TERM OF AGREEMENT

- 1.1 This Agreement negotiated in accordance with The Education Act, 1995, between the Teachers and the Board of Battlefords School Division No. 118, shall be binding upon all teachers and the board of Education and shall be effective from the date of signing to March 31, 2004.
- 1.2 This Agreement shall be effective from year to year thereafter unless revised by agreement of the contracting parties pursuant to the receipt of an application from either party pursuant to the provisions of the Act.
- 1.3 The parties to this Agreement shall convene the first negotiation meeting for a subsequent agreement prior to the end of the month immediately following the expiration of this Agreement.
- 1.4 Notwithstanding the above clauses in Section 1, the parties to this agreement by mutual consent may open negotiations on specific issues that may arise during the term of this agreement,

SECTION 2 - GENERAL BEFINITIONS

- 2.1 Unless the context requires otherwise, all terms and expressions used in this Agreement shall have the meanings as are given to them in The Education Act, 1995 and The Interpretation Act.
- 2.2 In this Agreement, words used in one gender shall apply to both male and female teachers.

SECTION 3 - SALARIES OF SUBSTITUTE TEACHERS

- 3.1 The daily salary rate for a substitute teacher shall be one two/hundredths (1/200) of the minimum annual salary, as determined by the Provincial Collective Agreement, based on the teacher's class.
- 3.2 Beginning with the sixth (6th) consecutive day in the same teaching position, the substitute teacher shall be paid a daily rate of one/two hundredths (1/200) of the annual salary as determined by the Provincial Collective Bargaining Agreement, based on the teacher's qualifications and experience.
- 3.3 This Section shall be effective the first day of the payroll-reporting period for substitute teachers following the date of signing of this Agreement.

SECTION 4 - METHOD OF PAYMENT

- 4.1 Teachers shall have their salaries determined and paid monthly on a twelve (12) month basis, except:
 - (a) teachers who begin employment during the school year shall have their salaries determined and paid on a ten month basis; or,
 - (b) where an individual teacher submits a request on the prescribed form to the Superintendent to be paid on a (10) month basis. Notice of such request shall be given by September 10th and shall come into effect on September 1st for a period of not less than one (1) school year.
- 4.2 Payday shall be on the twenty-fifth (25th) day of each month or the Friday preceding the twenty-fifth (25th) if that day falls on a weekend or holiday.
- 4.3 The method of payment shall be by direct electronic deposit into the teacher's account.

SECTION 5 - EMPLOYMENT INSURANCE REBATE

- 5.1 Pursuant to the provisions of The Employment Insurance Act, 1996, the Board shall submit to the Teachers' Sub-local as soon as possible after December 31st, an amount equal to five twelfths (5/12) of the premium reduction it obtained on behalf of the teachers in its employ.

SECTION 6 - EDUCATIONAL LEAVE

- 6.1 The Board shall establish an Educational Leave Fund.
- 6.2 For each school year during the term of this Agreement the fund shall be Forty-two Thousand Dollars (\$42,000.00).
- 6.3 When a teacher applies for medium or long term leave from teaching duties to attend an educational institution to modify or improve the teacher's qualifications, the terms and conditions of this Section shall apply.

- 6.4 The Educational Leave Fund shall be available to teachers for:
- (a) programs included within the Board stated areas or subjects of interest;
 - (b) programs in education; or
 - (c) programs in those teaching subjects offered by the school division.

6.5 For the purpose of this Section, leaves shall be classified as long and medium term.

- (a) "Return to service" shall mean the undertaking of the teacher to return to the employ of the Board for a stated period of time immediately following the leave.
- (b) "Annual rate of pay" shall mean the teacher's rate of basic salary in effect on the last teaching **day** prior to the leave, excluding administrative or other special **allowances**.

6.6 Long Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of a year of university education, from 6 to 14 consecutive months, the teacher shall undertake two (2) years of return service.

6.7 Medium Term Leave

When leave is granted to a teacher for a term considered sufficient for the completion of one (I) semester of university education, up to six (6) consecutive months, the teacher shall undertake return service as determined by the Selection Committee described in Subsection 6.9.

6.8 Conditions

The following conditions shall **apply** to leaves granted under this Section:

- (a) Should the teacher fail to successfully complete the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of payment made under this Section together with interest at the prime bank lending rate prevailing at the Board's chartered bank at the time the leave is granted. The refunding shall commence no more than one (1) year following the date of the teacher's return to the employ of the Board.

Should the teacher successfully complete the educational requirements of the approved program during the first year of return service, such actions will be deemed to have satisfied the conditions of the leave, and no repaying of the funds will be required. Notwithstanding the foregoing, in the event of partial completion of the approved program, the refund by the teacher to the Board shall be proportionate to the degree of such completion. Complete repayment shall be within three (3) years of the teacher's return to service.

- (b) Should the teacher fail to complete the undertaking regarding return service, he or she shall refund the full amount of payments made to him or her under this Section together with interest at the prime bank lending rate prevailing at the Board's chartered bank at the time the leave was granted. In the event there is partial completion regarding return service, the amount of the refund shall be determined on a pro rata basis. Complete repayment shall be within three (3) years of the termination of contract.
- (c) Interest shall be calculated from the date of the last payment to the teacher.
- (d) A teacher shall apply for leave of absence under this Section no later than April 1st of the school year prior to the proposed commencement of the leave. The Board shall notify the teachers within six (6) weeks of the final date of application and the teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it. The two-week acceptance period for leave may be altered by mutual agreement between the teacher and the Board.
- (e) Should a teacher die or be disabled and unable to return to work while on leave of absence under this Section or during the period of return service, there shall be no liability on any person for refund of payments made to the teacher during the leave.
- (f) Upon returning to teaching following a leave of absence under this Section, the teacher shall be placed in a position as may be agreed to prior to the granting of the leave unless otherwise provided in the written agreement executed under Subsection 6.8(g).
- (g) When leave of absence is granted under this Section, the teacher and the Board shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

6.9 Selection Committee

The teacher shall apply to the Board. All applications shall be reviewed by a Selection Committee consisting of two (2) members of the S.T.F. sub-local #118, one (1) one of whom shall be the sub-local president or designate, two (2) Board members and the Director of Education or designate. The above named Committee shall make recommendations to the Board regarding the approval criteria and selection of recipients under this Section. Upon request, applicants will be informed of the specific criteria used by the Committee in determining their award.

- 6.10 In the event that funds become available due to the withdrawal by a teacher from a previously accepted award, the question of reallocation of the available funds to previously approved recipients will be referred to the Selection Committee for a recommendation to the Board.

SECTION 7 - SUPERVISORY LEAVE

- 7.1 In recognition of voluntary supervisory services (noon hour and extra-curricular supervision), the Board will grant to teachers performing such services leave with pay to a maximum of two (2) days in any school year. There is an understanding that the teachers of each school will endeavour to balance the provision of noon hour supervision and extra curricular supervision while respecting that for each individual teacher the provision of this service is voluntary.
- 7.2 Parttime teachers employed under a regular contract shall be entitled to earn supervisory leave with pay on a pro-rata basis.
- 7.3 (a) Notwithstanding the provision in Subsection 7.1, teachers volunteering to provide noon hour supervision may choose to receive an honorarium of Twelve Dollars And Fifty Cents (\$12.50) per person per noon hour or receive the supervisory leave days. A preferred option must be selected by the teacher at the beginning of the school year, and will remain in effect for that school year.
- (b) The honorarium outlined in 7.3(a) shall be in effect as of August 27, 2001
- 7.4 The Board shall establish an honorarium fund for teachers providing noon hour supervision who choose the option described in Subsection 7.3.

- 7.5 Pursuant to Subsections 7.1, a teacher may carry over from one school year to another a maximum of two (2) unused supervisory leave days.
- 7.6 (a) A teacher shall be able to use a maximum of four (4) days of supervisory leave in a given school year.
- (b) Notwithstanding Subsections 7.5 and 7.6(a), teachers who have accumulated banked supervisory leave days under previous local contracts in the Battlefords, may use that time by combining current and banked supervisory leave days to a maximum of five (5) days in a school year.
- 7.7 There will be no cash payouts extended in lieu of unused days of supervisory leave.
- 7.8 Appropriate procedures for granting, record keeping, and reporting on the accumulation and use of supervisory leave days are outlined as follows:
- (a) The principal in each school will be responsible for approving and scheduling supervisory leave, and for keeping appropriate records of such leave.
- (b) The Board will provide a standard form to facilitate the tasks of record keeping and reporting.
- (c) During the year-end reporting period in June, the principal will submit an annual report to the Board on the status of supervisory leave in the school.
- 7.9 Teachers shall use supervisory leave days as the first recourse before applying for leave beyond what is provided for in contract (including may and shall clauses) or policy.

SECTION 8 - ADMINISTRATION LEAVE

- 8.1 In recognition of the time spent preparing for the commencement and conclusion of the school year, the Board will allow school administrators time off with pay during the school year as follows:

Elementary Schools	2 days per school
Junior High Schools	3 days per school
Comprehensive High School	12 days per school
Kindergarten to Grade Twelve Schools	1 ½ days per school
Schools with three or fewer teachers	½ day per school

- 8.2 Leave under the provisions of this Section shall be subject to the following conditions:
- (a) Notification for leave shall be submitted to the Director of Education on the prescribed form at least seven (7) days in advance of said leave;
 - (b) Administrators can take administration leave days at their discretion provided there is no adverse affect on their school;
 - (c) the general affairs of the School Division will not be scheduled to accommodate administration leave;
 - (d) leave under this provision shall not be cumulative from year to year.

SECTION 9 - SABBATICAL LEAVE

- 9.1 Leave up to fourteen (14) months may be granted by the Board for purposes other than attendance at an institute of higher learning with such remuneration as may be agreed upon.

SECTION 10 - UNPAID LEAVE OF ABSENCE

- 10.1 After eight (8) years in the employ of the Board a teacher shall be granted, on request, one (1) academic year of unpaid leave of absence for any reason, except employment as a teacher with another school system, provided, however, that such leave of absence does not affect the academic program of the school.
- 10.2 Such request for unpaid leave of absence shall be filed by April 1st. It would be the teacher's responsibility to contact the Board by March 1st of the following year regarding his or her intention to return.
- 10.3 Notwithstanding the above, the Board may grant, on request, unpaid leave of absence regardless of years of service,
- 10.4 A leave of absence agreement shall be completed by the Board and the teacher setting forth conditions of the leave as well as any return requirements and commitments.

SECTION 11 - MATERNITY, PARENTAL AND ADOPTION LEAVE

11.1 Provisions of The Labour Standards Act, 1995 shall apply.

SECTION 12 - COMPASSIONATE LEAVE

12.1 When leave under this Section is required, the teacher shall make application to the principal stating the need to be absent, the member of the family or friend involved and the number of days requested. The principal shall have the discretion to determine the number of compassionate days granted to the teacher. In the case of the principal's need to be absent, the principal shall notify the Director of Education.

12.2 A teacher shall be granted leave with pay to a maximum of five (5) teaching days to attend to a serious illness and/or death in the immediate family of the teacher. For the purpose of this Subsection:

- (a) Immediate family is defined as spouse, father, mother, brother, sister, child, guardian, foster parent, foster child or parent-in-law; and,
- (b) Serious illness is defined as a life-threatening or medical situation that has a significant element of anxiety, urgency or severity associated with it.

12.3 A teacher shall be granted leave with pay to a maximum of three (3) teaching days to attend to the serious illness and/or death of a relative who is not defined in Subsection 12.2(a).

12.4 A teacher may be granted leave with pay to a maximum of one (1) teaching day to attend the funeral or memorial service of a close friend.

12.5 The Board, at its discretion, may grant compassionate leave other than that provided for in this Section and/or in excess of the number of days provided for in this Section.

SECTION 13 - JUDICIAL LEAVE

13.1 A teacher shall be allowed leave of absence without loss of salary under the following provisions:

- (a) Subpoenaed to appear as a witness or summoned as a juror before a court, judge, justice of the peace, magistrate or coroner.

- (b) Required to appear as plaintiff or defendant in a court case arising from the performance of his or her professional duties.
- (c) Any remuneration awarded by the Court above the actual expenses shall be repaid to the Board.
- (d) Leave that is taken pursuant to this Section shall be reported to the Director of Education in writing by the teacher once the subpoena or summons has been served.

SECTION 14 - SPECIAL LEAVE

14.1 A teacher may be granted leave with full salary for one or more reasons indicated below:

- (a) Absences from work for events considered as acts of God (disaster, fire, floods, snowstorms, etc.);
- (b) Attendance at an important meeting or convention of a community organization or a government in which the teacher holds an important office;
- (c) Attendance at convocation or graduation from high school or a recognized post secondary institution involving self, spouse and children; or
- (d) Participation in important sports and cultural activities where the teacher's presence is justifiable.

SECTION 15 - NEGOTIATION LEAVE

15.1 Teachers certified as representatives of the L.I.N. Committee shall suffer no loss in salary for time necessarily absent from regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings with the Board of Education.

15.2 The maximum number of L.I.N. Committee representatives participating in negotiations, mediation, conciliation and/or arbitration proceedings shall be eight (8).

SECTION 16 - BURSARIES

- 16.1 The Board shall establish a Bursary Fund, the purpose of which shall be to improve the quality of education through staff enrolment in credit classes, non-credit classes and short courses.
- 16.2 Bursaries shall be available for:
- (a) courses requested by the Board;
 - (b) programs included within the Board stated areas or subjects of interest; or
 - (c) classes in Education or in those teaching subjects offered by the Board.
- 16.3 For each school year during the term of this agreement, the fund shall be Ten Thousand Dollars (\$10,000.00).
- 16.4 Any teacher (other than a substitute teacher or a temporary teacher) may apply for a bursary and such bursary is to cover only the tuition fees of the class in which the teacher is enrolled.
- 16.5 Bursary support will not be available when other sources of funds exist; e.g. Saskatchewan Education Bursary Program. Applicants who are denied a Saskatchewan Education Bursary for reason of quota shall, however, retain eligibility under this Section.
- 16.6 The teacher shall apply to the Board. All applications shall be reviewed by a joint committee of two (2) members of the S.T.F. sub-local #118, two (2) Board members, and the Director of Education. The above named committee shall make recommendations to the Board regarding the approval criteria and selection of recipients under this Section.
- 16.7 Payment of the bursary shall be contingent upon successful completion of the class.
- 16.8 Teachers are not eligible for bursary support while on paid Educational Leave under Section 6 of the Agreement.
- 16.9 Bursary support shall not exceed the value of tuition fees for two (2) full classes in the College of Education, University of Saskatchewan for the preceding fall term.
- 16.10 When an award is granted, the teacher shall agree to return to the employ of the Board for at least one (1) academic year immediately following the program, and in the event of default to refund the full amount of the award.

16.11 Notwithstanding the above, there shall be no liability on the teacher's estate if death should occur or on the teacher if disabled and unable to return to work.

16.12 Applications for bursaries shall be made by June 1st and October 1st after completion of the course. A teacher can miss only one deadline for application for bursary support.

SECTION 17 – PROFESSIONAL DEVELOPMENT

17.1 (a) The Professional Development Fund is an allocation of monies provided to schools to enable teachers to conduct research, attend conferences, visit other school systems, participate in workshops, including curriculum implementation, and engage in other activities sponsoring professional growth.

(b) The Professional Development Fund excludes mandatory programs funded by Saskatchewan Education and programs funded by other sources.

17.2 The Board will provide monies for professional development to each school through the decentralized budget process. The amount of funds to be allocated to professional development will be determined by the principal in consultation with the teachers in the school.

17.3 Professional development priorities *in* each school will be determined through a process that examines individual teacher plans, school plans and system needs.

17.4 (a) Each school will establish a Professional Development Committee, which shall include the principal.

(b) The general duties of the Committee shall be:

- i. to assist the principal in the budget planning process;
- ii. to approve professional development leave requests;
- iii. to decide upon the reimbursement of expenses;
- iv. to keep an appropriate record of professional development activities and costs; and,
- v. to submit approved professional development application forms to the Director of Education

17.5 The Professional Development Fund will cover the following costs according to Saskatchewan Education rates:

- i. travel;
- ii. accommodation;
- iii. meals;
- iv. registration fees; and,
- v. substitute costs

17.6 Teachers will endeavour to economize by sharing travel and accommodation.

17.7 The Professional Development Committee shall recommend applications to attend a professional conference outside the province to the Board of Education.

SECTION 18 – SPECIAL ALLOWANCES

18.1 When a teacher is designated as a supervisory assistant or to another supervisory or consultative position he or she shall be placed in one of the following two categories and receive the allowance in that category.

CATEGORY 1 – Duties are both supervisory and consultative

1 year experience	\$	4,603.00
2 years experience	\$	5,402.00
3 years experience	\$	5,760.00

CATEGORY 2 – Duties are primarily at a consultative level

1 year experience	\$	3,996.00
2 years experience	\$	4,245.00
3 years experience	\$	4,603.00

18.2 (a) When the Board requires a teacher to travel regularly from one school to another for instructional purposes or when a consultant must travel as a requirement, the teacher or consultant shall be paid a travel allowance according to board policy, but not less than the Saskatchewan Education rate. Subsection 18.2(a) shall not apply to teachers who apply to work at more than one school.

- (b) It is understood that where any teacher or consultant is in receipt of travel allowance on December 31st, 1993 that is greater than that which would be generated pursuant to the Board policy, the teacher or consultant shall continue to receive the greater travel allowance. If the duties of the teacher *or* consultant are subsequently changed by the Board, or if the teacher or consultant leaves the employ of the Board, the Board policy shall apply.

18.3 Cafeteria Management Allowance

If a teacher is designated as cafeteria manager, he or she shall receive additional allowance of \$3,500.00.

18.4 The allowances outlined in 18.1 and 18.3 shall be in effect as of August 27, 2001.

SECTION 19 - PREPARATION TIME

- 19.1 For the purpose of this Section, preparation time is defined as regular, unassigned time within the school day (as defined by The Education Act, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students. The definition of preparation time excludes time allotted for professional development meetings and activities, and special events involving school visitors.
- 19.2 The Board shall endeavour to meet the objective of providing preparation time through Board policy, The details of a process for allocation of preparation time shall be determined through a process of bargaining between the Board and Teacher L.I.N. Committees and subject to ratification by the Board and by the Teachers.
- 19.3 Subsequent changes to this policy must have the agreement of both the Board and the Teachers.

SECTION 20 – JOB POSTING

- 20.1 Posting of Vacant Positions That Become Available During the Current School Year

Subject to other provisions of this Section, posting shall be done for all vacancies and new positions requiring a contract occurring between the first day of the school year and June 1st of that school year.

- a. Posting means posting in each of the schools and the Central Office.

- b. Principals shall be responsible for posting the "posting notices" issued by the Director of Education.
- c. Principals shall determine the method of posting. Posting on a staff bulletin board, or by providing a copy of the notice to each teacher, are acceptable methods of posting.
- d. Posting a position does not mean that hiring will occur from within existing staff.
- e. For posting purposes, a vacancy is considered to be the position open after the process of internal reassignments at the school level and after the Board has reassigned staff due to transfers or returns from leaves.
- f. The posting notice shall contain an outline of the position and the closing date for applications.

20.2 Waiver of Posting

- a. The Board may, in special circumstances, seek a waiver of posting from the L.I.N.C. Chairperson or designate. The L.I.N.C. Chairperson or designate shall be responsible, through written communication, for ensuring that the Board is always aware of the person who can authorize a waiver.
- b. If the waiver is granted, the Board shall provide to the L.I.N.C. Chairperson or designate, a written report only in such situations that are identified by the L.I.N.C. Chairperson or designate as being sufficiently complex to warrant a written report at the time of granting of a waiver.

20.3 The Board shall notify all applicants for a posted vacancy as to the filling of the vacancy.

SECTION 21 – GRIEVANCE/ARBITRATION PROCEDURES

21.1 DEFINITION

A grievance shall be defined as any difference arising out of the interpretation or application of this agreement.

21.2 PROCEDURE

The procedure for the resolution of all grievances shall be as follows:

(a) Step 1

- i. The teacher or teachers concerned shall first endeavour to settle grievances with the individual responsible for the decision at a meeting to be held at a mutually agreed time and place.
- ii. Each party may be accompanied or represented by a person of their choice. The parties shall discuss the grievance, receive an explanation of the decision and attempt to resolve the dispute.

(b) Step 2

- i. If the grievance is not resolved in Step 1, the teacher shall refer the matter to the L.I.N.C. Chairperson or designate within five (5) working days following Step 1.
- ii. If the L.I.N.C. Chairperson deems it advisable, he or she shall file a written statement with the Director of Education or designate within five (5) working days, identifying the offended Section(s), describing the grievance and expressing the remedy sought on the matter.
- iii. The Director of Education shall render a written decision and shall notify the teacher and the L.I.N.C. Chairperson within five (5) working days of receipt of the grievance.

(c) Step 3

- i. Failing agreement under Step 2, the L.I.N.C. Chairperson may make a written application for a hearing to the Board within five (5) working days of receipt of the decision by the Director of Education.
- ii. A hearing shall occur at the next regular meeting of the Board, where at least five (5) working days exist, following receipt of the application.
- iii. The Board shall send its decision in writing, to the teacher and the L.I.N.C. Chairperson within five (5) working days of the hearing.

(d) Step 4

- i. Grievances which cannot be resolved through the above process may be referred to arbitration, under the provisions of The 'Education Act, 1995.

SIGNED at North Battleford, Saskatchewan, this 22 day of October, 2001

SIGNED on behalf of the
**BOARD OF EDUCATION
OF BATTLEFORDS
SCHOOL DIVISION NO. 118**

B. Foreman
Ken [unclear]
[unclear]
Ken [unclear]
Raymond Koperca
R. [unclear]

SIGNED on behalf of the
**TEACHERS' LOCAL
IMPLEMENTATION AND
NEGOTIATION COMMITTEE**

Regina [unclear]
Jackie [unclear]
Ann La Franiere
Jamie [unclear]
Susan Harrison

**Letter of Understanding
Between**

The Board LIN Committee of Battlefords School Division #118

And

The Teachers LIN Committee of Battlefords School Division #118

WHEREAS the Board and the Teachers have agreed that supervision will be on a voluntary basis;

AND WHEREAS the Teachers have given the Board assurances that an appropriate extra curricular program will be provided;

AND WHEREAS the Board has agreed that it will provide the resources to cover the costs of supervision of students during noon hours for whatever portion of the supervision is not covered by teaching staff on a voluntary basis;

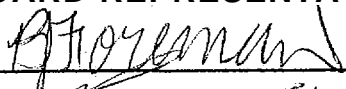
AND WHEREAS it is recognized that during the implementation of voluntary supervision agreement, schools may face a situation where the teachers have opted not to provide supervision and the principal of an individual school may not have been able to immediately arrange for nonteacher supervision;


THEREFORE, it is understood between the parties that the teachers of any schools facing a situation where teachers, during the implementation of the voluntary supervision agreement, have opted not to provide supervision and the principal has not been able to immediately arrange for outside supervision, will supervise on an emergency basis.

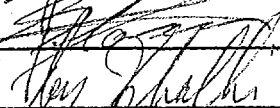
NOTWITHSTANDING the information above, in sanctions arising out of Provincial negotiations, this Letter of Understanding will not apply.

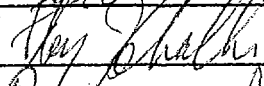
AGREED TO ON SEPTEMBER 18, 2001 BY THE UNDERSIGNED PARTICIPANTS:


BOARD REPRESENTATIVES






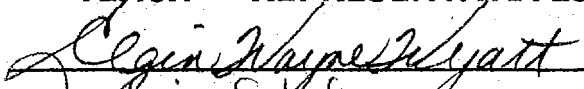





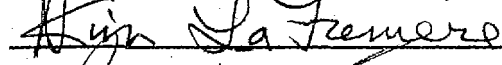


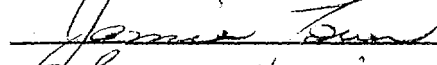


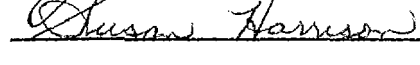
TEACHER REPRESENTATIVES













SUPERVISORY LEAVE DAYS

Teacher: _____

School: _____

Total Balance Grandfathered days JUNE 30, 2001 = (former #58 only) (a) _____ days

Total Balance Carryover days JUNE 30, 2001 (b) _____ days

Supervision Leave Earned – 2001-2002 School Year

For extra curricular supervision (c) _____ +

For noon supervision (d) _____ +

Supervision Leave Taken – 2001-2002 School Year (e) _____ -

Balance Carryover as of JUNE 30, 2002 _____ days

Teacher Signature

Principal Signature

Copy will be provided to Board and teacher by **June 30 each year

Note: Teacher may earn days as follows:

- a) Two days for providing extra curricular supervision *or*
- b) Two days for providing noon hours supervision *or*
- c) Any combination of the two for a total of 2 days

Teachers may receive an honorarium of \$12.50 per noon hour or receive the supervisory leave day.
Choice must be made by September 1st for the next school year.

**Letter of Agreement
Between**

The Board LIN Committee of Battlefords School Division #118

And

The Teachers LIN Committee of Battlefords School Division #118

WHEREAS the Education Act does not contemplate the utilization of the interest-based approach to bargaining;

AND WHEREAS the Board and Teachers have agreed to proceed with interest-based bargaining;

AND WHEREAS the parties hereto have agreed to broaden the discussions;

Therefore, **it is agreed between the parties that**

1. the discussion and tentative agreements will be held on a without prejudice basis;
2. if interest-based bargaining does not achieve an agreement, the parties will proceed to initiate traditional bargaining;
3. the time spent in interest-based bargaining will be recognized as part of the bargaining process and will be recognized in any application for conciliation.

Agreed to on the 4th of June 2001 by the undersigned participants:

BOARD REPRESENTATIVES

[Handwritten signatures]

TEACHER REPRESENTATIVES

[Handwritten signatures]

**Letter of Agreement
Between**

The Board LIN Committee of Battlefords School Division #118

And

The Teachers LIN Committee of Battlefords School Division #118

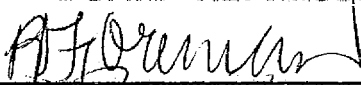
WHEREAS Saskatchewan Education has provided for bursaries through a provincial program, Teacher Recruitment and Retention Initiatives, and the Board of Education of Battlefords School Division No. 118 is contemplating involvement in the provincial initiative


the parties agree that:


1. the provincial bursary program is separate from the provisions with the current LINC agreement,
2. the provincial initiative is supported by Teachers LIN Committee and
3. the \$10,000 currently allocated within the LINC agreement will not be adversely affected.

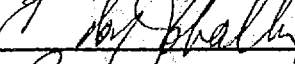
Agreed to on September 18, 2001 by the undersigned participants:

BOARD REPRESENTATIVES

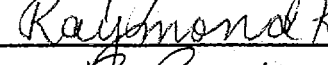




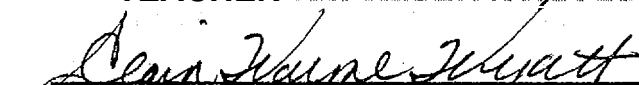





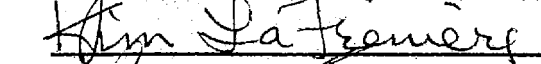
Raymond Kaspera

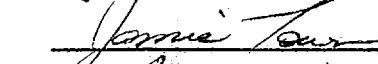


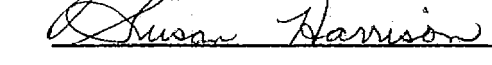
TEACHER REPRESENTATIVES













BATTLEFORDS SCHOOL DIVISION NO. 118

Policy Name **TEACHER PREPARATION TIME**

No. 6090

Approval Date September 24, 2001 Revision Date

Page

Legal Reference: E.Act Sec 164, 209(2) L.I.N.C. Sec 19 (1, 2, 3)

POLICY

1. Philosophy

- 1.1 The Board and the teachers support the principle and value of preparation time for teachers for the purpose of classroom and instructional improvement in order that teachers can better meet the needs of students, the education system, and the community.
- 1.2 Factors affecting the allocation of preparation time include: student needs, costs and staffing decisions, class size, available specialty time, consideration of varying teacher needs and workloads, the varied needs of different school communities, and the need to approach equity among teachers and schools. (The Board and Teachers agree that equity does not necessarily mean equal amounts of preparation time.)
- 1.3 Assigned preparation time may not be banked (saved for later use), and unused preparation time will not be eligible for cash payouts.

REGULATIONS

2. Definition

- 2.1 Preparation time is regular, unassigned time within the school day (as defined by The Education Act, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students.
- 2.2 The definition of preparation time excludes times allocated for professional development meetings and activities, and special events involving school visitors.
- 2.3 It is recognized that teachers do engage, and will continue to engage in preparation activities outside of the school day.
- 2.4 It is recognized that some of the goals of preparation time [such as planning, preparation, evaluation, consultation, and reflection] can be met in ways other than the specific allocation of preparation time.

3. Allocation Procedures

- 3.1 There are three components of resource allocation: teacher complement (classroom size), speciality time, and preparation time. All three are taken into account when allocating preparation time.



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Legal Reference: E.Act Sec 164, 209(2) L.I.N.C. Sec 19 (1, 2, 3)

- 3.2 The Board makes provision for allocation of resources on a per school basis.
- 3.3 The administrators of the individual schools, in consultation with the Director of Education, have some discretion to balance classroom size, specialty time, and preparation time.
- 3.4 There is an expectation that school administrations will provide opportunity for staff input into the planning process.
- 3.5 The complexities of organizing each school make it very difficult for the incorporation of predetermined and fixed preparation time for each teacher as it is only one of the components of the resources supplied to schools.
- 3.6 Where possible the preferred model for providing preparation time is the program integration model in which students are engaged in specialty subjects.

4. Terms

- 4.1 With reference to Subsection 1.2 and Section 3, the objective of the Board is to provide preparation time on the following basis:
 - (a) a target of 10% per school with the exception of single-teacher schools;
 - (b) a target, for single-teacher schools of a total of up to one (1) teaching day per month achieved through teacher release.
- 4.2 Preference for preparation time shall be given to full time teachers, however, the Board will endeavour to provide preparation time for part-time teachers with a higher emphasis on providing pro rata preparation time to teachers with continuing contracts at greater than 50%.
- 4.3 The target date for substantial implementation of the policy on preparation time shall be September 1, 1999.
- 4.4 The Board shall prepare an initial Preparation Time Status Report for presentation at a meeting of the Board and Teacher L.I.N. Committees, to be scheduled during the period September 1 to December 31, 1999. Future annual reports shall be provided on request.



BATTLEFORDS SCHOOL DIVISION NU. 118

Policy Name **DEFERRED SALARY LEAVE PLAN**

No. **6720**

Approval Date **September 10/01**

Revision Date

Page

Legal Reference: **Ed. Act Sec. 87 (1) (p)**

L.I.N.C. Agreement

POLICY

The Board of Education of the Battlefords School Division No. 118 Will establish a Deferred Salary Leave Plan in order to allow employees to fund leaves of absence through deductions from salary.

The Board of Education will appoint an administrator to act as Trustee of the plan.

The Trustee shall adopt such regulations as are deemed necessary or proper for the efficient administration of the plan in accordance with the provisions of The Income Tax Act of Canada.

REGULATIONS

1. Costs of the Plan

Costs, if any, of the plan will be the responsibility of the employee.

2. Enrolment Deadline

The employee shall apply by April 1st of the school year prior to which the deferral period is to begin.

3. Deferral Period

The employee may defer a percentage of salary for a maximum of 6 years.

4. Percentage Deferred

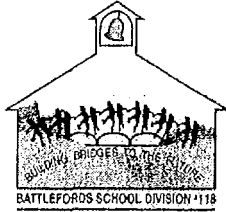
This will be specified in the memorandum of agreement but will not exceed 33 1/3% of employee's salary in any year.

5. length of Leave

The length of leave shall not be less than 6 months and no more than 12 months.

6. Activity During Leave

The employee cannot receive any remuneration from the employer during the term of the



BATTLEFORDS SCHOOL DIVISION NO. 118

Policy Name **DEFERRED SALARY LEAVE PLAN**

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L.I.N.C. Agreement

leave. If the employee's plans for the leave include alternate employment, that information should form part of the application and provision for such activity will be included in the leave agreement provided there is no conflict interest.

7. Changes to Agreement

Changes may be made at the request of the employee prior to the anniversary date to be effective in the next school year of the deferral period.

8. Opting Out of Cancellation

An employee wishing to opt out of the plan shall do so no later than April 1 of the school year previous to that in which the leave is to be taken. The employee may apply to the Board for permission for payment of benefits on the grounds of financial difficulty or mental or physical infirmity. The decision whether to grant permission for payment of benefits on those grounds is in the sole discretion of the Board. upon receipt of advice from the Board, the Trustee shall pay the assets of the plan in a lump sum. Benefits are payable in the form of a lump sum refund upon an employee's retirement, termination of employment or death.

9. Postponement of Leave

A leave may be postponed for up to one year by mutual agreement subject to the benefits being paid out by the end of the seventh year.

10. Return Placement

Upon the employee's return following this type of leave, the employee will be placed in a position as may be agreed to prior to the granting of the leave unless otherwise provided in the written agreement.

11. Return Service

Return service will be the equivalent of the length of the leave of absence.



Battlefords School Division No. 113

Application For Travel & Conference

****To be forwarded to Director of Education before conference - Payment will be made AFTER Conference when Travel & Conference Reimbursement Form is submitted with all receipts.**

APPLICANT NAME: _____

DATE: _____

P.O.# _____

Location Of Conference _____

Date(s) _____

Topic & Nature of Conference _____

PROPOSED BUDGET

REGISTRATION FEE	\$ _____
TRANSPORTATION	\$ _____
MEALS	\$ _____
ACCOMMODATION	_____
SUBSTITUTE	\$ _____
TOTAL	\$ _____

For Part-time Staff Only:

is salary expected on a full-time basis during attendance? yes no

Comments _____

Principal's Comments- please indicate how this conference relates to the needs of the school _____

APPLICANT'S SIGNATURE _____

PRINCIPAL'S SIGNATURE _____

Charge to Budget: _____
 Acct. # Pro# Facility#

Office Use Only

Director of Education Approval _____ Date _____

Signature

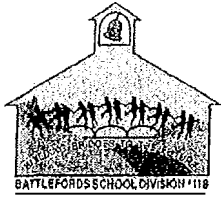
Board of Education Approval (out-of-Province, etc.) _____ Date _____

Signature

Comments _____

Others approved to date to attend this conference include: _____

**When more than one person attends, shared transportation will be expected*



BATTLEFORDS SCHOOL DIVISION NO, 118

Leave Request

(This form is to be used only for leaves that require approval of Central Office or the Board)

Employee: _____

School: _____

Act of God

Sports & Cultural Activities

Community Organization or Government

Extension to Compassionate Leave

Graduation or Convocation

Leave Without Pay

Purpose of Leave _____

Date(s) of Leave _____

Will a substitute be required?

Yes (If yes, # of days) _____

No

Teacher's Signature _____

Principal's Signature _____

Principal's comments/recommendations _____

Approved

Disapproved

Director of Education Signature _____ Date: _____

Board of Education (if required)

Date: _____

Approved

Disapproved