

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

This agreement made at North Battleford in the Province of Saskatchewan on February 25, 2004.

BETWEEN:

The Board of Education of the North West R.C. Separate School Division No. 16, hereinafter called "the board"

AND

The Bargaining Committee appointed by the Teachers of the North West R.C. Separate School Division No. 16, hereinafter called "the teachers"

negotiated in accordance with The Education Act, Section 237(2), shall be effective from **January 1, 2004** and shall continue in effect until December 31st, **2006**. Thereafter this agreement shall continue in effect until either party requests revision of one or all sections contained in this agreement, giving 30 days notice to the other party. The notice shall be in writing naming the section or sections to be negotiated.

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 and The Interpretation Act.

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.

RECEIVED  
JAN 24 2006

11898(03)

## Section 1 - Sabbatical /Educational Leave

The Board may grant sabbatical leave to a teacher not to exceed one academic year according to the provisions of the following clauses:

- 1.1 When the board grants leave of absence with pay to a teacher, and the purpose of the leave is professional advancement for the teacher, whether known as sabbatical leave, educational leave, professional leave, assisted leave or otherwise, the terms and conditions of this section shall apply.
- 1.2 For the purpose of this section, leaves shall be classified as long, medium, intermediate and short term. "Return 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. "Annual rate of pay" shall mean the teacher's rate of basic salary in effect at the last teaching day prior to the leave, excluding administrative or other special allowances.
- 1.3 Lone: Term Leave  
When leave is granted to a teacher for a term considered sufficient for the completion of a year of university education, but not exceeding fourteen consecutive months, the following terms shall apply:
  - 1.3.1 If the leave granted is for professional upgrading, on a program acceptable to the board, the rate of pay during the leave shall be within a range from sixty (60) percent to eighty (80) percent of the teacher's annual rate of pay. When the rate of pay is less than sixty-five (65) percent, the teacher shall undertake one year of return service, and when the rate of pay is sixty five (65) percent, or more, the teacher shall undertake two years of return service.
  - 1.3.2 If leave is granted to a teacher in order that he or she may obtain special qualifications in order to satisfy a particular need within the system, the rate of pay during the leave shall be not less than three-quarters of the teacher's annual rate of pay. When the rate of pay is less than the full amount of the annual rate of pay, the teacher shall undertake two years of return service, and when the rate of pay is the full amount of the annual rate of pay, the teacher shall undertake three years of return service.
- 1.4 Medium Term Leave  
When leave is granted to a teacher for a term considered sufficient for the completion of one semester of university education, but not exceeding six consecutive months, the following terms shall apply:
  - 1.4.1 If the leave granted is for professional upgrading on a program acceptable to the board, the rate of pay during the leave shall be within a range of sixty (60) percent to eighty (80) percent of the teacher's annual rate of pay. The teacher shall undertake one year of return service.

1.4.2 If leave is granted to a teacher in order that he or she may obtain special qualifications in order to satisfy a particular need within the system, the rate of pay during the leave shall be not less than three-quarters of the teacher's annual rate of pay. When the rate of pay is less than the full amount of the annual rate of pay, the teacher shall undertake one year of return service, and when the rate of pay is the full amount of the annual rate of pay, the teacher shall undertake two years of return service.

1.5 Intermediate Leave

When leave is granted to a teacher for a term considered sufficient for the completion of intersession, the following terms shall apply:

1.5.1 If the leave granted is for professional upgrading on a program acceptable to the board, the rate of pay during the leave shall be within a range of sixty (60) percent to eighty (80) percent of the teacher's annual rate of pay. The teacher shall undertake one year of return service.

1.6 Short Term Leave

When leave is granted to a teacher for a term of one month or less for the purpose of conducting research, acquiring information through visiting other school systems, attending educational conferences contributing to the professional growth of the teacher, or other purposes related to the welfare of the school system, the teacher shall suffer no loss of pay during the period of absence.

The teacher shall be reimbursed for his/her expenses in carrying out the intent of the leave in accordance with established board policy. Return service shall not be involved.

1.7 Conditions

The following conditions shall apply to long and medium term leaves granted under section one (1) of this agreement:

1.7.1 Should the teacher fail to complete successfully the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payments made to him/her under this section together with interest at the prime bank lending rate prevailing at the time the leave is granted. The refunding shall commence no more than one year following the date of 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 action will be deemed to have satisfied the conditions of the leave, and no repayment of funds will be required. Notwithstanding the foregoing, in the event of partial completion of the approved program, the board may, in its discretion, waive in full or in part the repayment of funds paid under this section.

- 1.7.2 Should the teacher fail to comply with his/her undertaking regarding return service, he/she shall refund the full amount of the payments made under this section together with interest at the prime bank lending rate prevailing at the time the leave was granted. In the event there is partial compliance regarding return service, the amount of the refund shall be determined on a pro-rated basis. Notwithstanding the foregoing, the board may, in its discretion, waive compliance by the teacher in whole or in part.
- 1.7.3 With the exception of short term leave, a teacher shall apply for leave of absence under this section not later than five months prior to the proposed commencement of the leave. The board shall notify the teacher within six weeks of the final date of application and the teacher shall confirm his/her acceptance or rejection of the leave within two weeks of being notified of it.
- 1.7.4 Should a teacher die 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.
- 1.7.5 Upon return to teaching following a leave of absence under this section, the teacher shall be placed in the position where, in the opinion of the board, his or her qualifications can best be utilized, unless noted in the written agreement executed under section 1.7.6.
- 1.7.6 Where a 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.
- 1.8 Shared Sabbaticals  
The board may upon the recommendation of the selection committee grant to a teacher a shared sabbatical leave according to the following conditions:
- a) any teacher with two years consecutive service with the board may apply;
  - b) upon completion of the leave the teacher shall remain in the employ of the board for at least two (2) years; should the teacher decide that he or she does not wish to return to the school division after the leave, all of the monies paid into the fund by the board along with interest accrued, shall be paid to the board;
  - c) if the teacher wishes to abandon the project at a time prior to the leave being taken, he or she shall so advise the board; any monies paid into the plan by the teacher along with accrued interest shall be returned to the teacher;
  - d) should a teacher die during the time he or she is on the program and before the leave is taken, the teacher's contributions along with accrued interest shall be paid to the teacher's estate;
  - e) not more than one teacher shall be on the shared sabbatical leave in any one year;

- f) a selection committee shall consist of two board members, two LINC members and the Director of Education;
- g) funding shall be provided through a trust reserve to be maintained by the board and to be made up of equal contributions from the teacher and the board, each of which shall be equivalent to ten percent of the gross salary earned by the teacher during each of the four years he or she is paying into the plan. In the fifth year, when the leave shall be taken, the teacher will receive a monthly salary from the fund calculated so that payments shall be made in twelve equal instalments from which deductions shall be made for the usual teacher contributions including superannuation payment equivalent to what they would be if the teacher were on regular salary for that year;
- h) applications for such leave must be submitted not later than March 1st of the school year;
- i) a teacher to whom leave is granted shall inform the board of his or her intention to return or to resign by April 1, of the year in which the leave is taken.

## Section 2 - Bursaries

- 2.1 The Board will grant a bursary to a teacher to take a university class, community college class, correspondence school class, or other non credit courses or classes, which are determined to be beneficial to the teacher's professional growth, as approved by the Director of Education.
- 2.2 ✓ The above mentioned bursary will be in the amount of one half the cost of tuition fee for up to one full class per year, to a maximum of \$500.00 per year.
- 2.3 The teacher shall undertake in writing to return to the employ of the School Board for at least one academic year immediately following the completion of the program and in the event of default, shall refund to the Board the amount of the bursary.
- 2.4 Applications must be submitted in writing to the Director of Education.
- 2.5 Payment of the bursary will be made to the applicant upon the furnishing of proof of successful completion of the class.

Section 3 - Substitute Teachers

- 3.1 **Substitute teachers shall be paid \$170.00 per day effective January 1, 2004 and this daily rate will increase at the same rate that teachers' salaries increase under the provincial collective bargaining agreement and will be effective the month of ratification for that agreement.**
- 3.2 In any period of uninterrupted teaching service in the Division in excess of 10 days, commencing on the 11th day, a teacher shall be paid on the basis of qualifications and experience.
- 3.3 In any period of uninterrupted teaching service in one position in excess of 4 days, commencing on the 5th day a teacher shall be paid on the basis of qualifications and experience.
- 3.4 When it is known a teacher will be absent for 10 or more consecutive days, but less than 20 consecutive days, the assigned substitute teacher, in this case, shall be paid on the basis of qualifications and experience from day one.
- 3.5 Substitute teachers requesting to be placed on the sub list shall be informed of this rate of pay.
- 3.6 All new substitute teachers must complete an application form to be approved by the Director of Education.

Section 4 - Optional In-School Substitute Program

- 4.1 All teachers are invited to take part in the in-school substitute program. Teachers are reminded that this is a voluntary program and any teacher interested in becoming involved is asked to inform the principal by September 01, of the new school year.
- 4.2 The in-school substitute program is intended for use when there is adequate time to inform the teachers who will be called upon to substitute. It is expected that at least one day notice will be provided to teachers. In the event that a substitute teacher is required upon short notice it is strongly recommended that the principal contact a substitute teacher from the sub list.
- 4.3 When a teacher substitutes for another teacher during her/his preparation time, this time will be accumulated and recorded by the school principal.
- 4.4 When a high school teacher accumulates 10 periods of substitute time he/she will be credited one additional sub day off. When a teacher accumulates 5 periods of substitute time he/she will be credited one half additional sub day off.

- 4.5 When an elementary teacher accumulates 9 hours of substitute time he/she will be credited one additional sub day off. When a teacher accumulates 4.5 hours of substitute time he/she will be credited one half additional sub day off.
- 4.6 The maximum number of sub days off that can be accumulated through the in-school substitute program is 3 days per school year. Earned sub days off may not be carried over from year to year.
- 4.7 School principals are expected to coordinate this program in each school. When a teacher earns an additional sub day day off it will be the responsibility of the principal to submit the prescribed form to the assistant secretary treasurer who will apply the credit to that individual.

#### Section 5 - Pay Periods

- 5.1 A teacher may elect to be paid his/her annual salary in 12 or 10 monthly payments provided the request is submitted using the form prescribed for this purpose on or before September 7th of the academic year for which the salary is to be paid.
- 5.2 Teachers shall be paid on the 25th or the closest business day in each month.
- 5.3 Teachers who have elected to be paid one/tenth of their annual salary shall, on the last teaching day of June, be paid the sum that completes the payment of their salary as determined in accordance with the Provincial Collective Bargaining Agreement.
- 5.4 Teachers who have elected to be paid one/twelfth of their annual salary shall be paid on the 25<sup>th</sup> of each month, including the months of July and August.
- 5.5 Retroactive pay shall be paid in full on or before the second pay period after the signing of a new Collective Bargaining Agreement or in accordance with any directives through the bargaining process.
- 5.6 Teachers new to the profession shall be given an advance during September upon request. The advance is to be repaid as a deduction from the first cheque.

Section 6 - Special Allowance

- 6.1 A teacher appointed by the board to a position of "Coordinator" shall be paid an annual allowance of 12% of annual basic salary. A part-time coordinator shall receive a proportionate allowance.

Section 7 - Preparation Time

- 7.1 The board supports the principle of preparation time for each teacher.
- 7.2 Teachers in each elementary school will be assigned 10% of their teaching responsibility for preparation time.
- 7.3 Teachers in elementary school will be assigned four full days per year for planning time.
- 7.3.1 On two of these days, the school will be closed to students.
- 7.3.2 The dates for these two days will be set in consultation with elementary teachers.
- 7.3.3 It will be the Board's decision whether to close schools for the two additional instructional planning days or whether to have substitute teachers fill in for teachers.
- 7.3.4 Utilization of these instructional planning days will be organized in consultation with in school administrators.
- 7.3.5 For the 2003 - 2004 school year, one day will be granted, with prior approval of the principal, utilizing substitute teachers.
- 7.4 High school teachers will be assigned 16.66 % of their teaching responsibility for preparation time.

Section 8 - Supervision and Extra-Curricular Leave

- 8.1 Teachers who volunteer for both noon hour supervision and extra curricular activities will earn three earned days off with pay per school year. The school principal will administer this section within the school.
- 8.2 A teacher employed under a regular part-time contract will be entitled to earn the equivalent percentage of earned days off with pay as the percentage of teaching time indicated in his/her teaching contract.
- 8.3 Any teacher who chooses not to take time off for the three days granted may request to exercise one of the following options:



8.31 The teacher may receive, in addition to his/her regular salary, one one hundred and ninety seventh (1/197) of minimum Class IV for each day not taken based on the present year's grid and to be paid by the end of June.

8.32 A maximum of two (2) days per teacher shall be paid at the end of June.

8.33 The teacher may accumulate the days granted to the following year provided, the total of the days banked and the days earned shall not exceed a maximum of four (4) days from year to year. Days off will be arranged with the Principal and they will not exceed five (5) consecutive days.

#### Section 9 - E.I. Rebate

9.1 The board shall forward to the North West RCSSD #16 Teachers' L.I.N.C. Committee by January 31 an amount equal to one half of the 5/12 of the Employment Insurance premium reduction obtained on behalf of each teacher in its employ.

#### Section 10 - Leave Related to Births

10.1 Maternity leave and paternity leave, without pay, shall be granted in accordance with The Labour Standards Act and Provincial Collective Agreement.

10.2 Paternity leave of 1 day, with pay, shall be granted when a teacher's wife gives birth.

10.3 Upon request, the board may extend maternity or paternity leave without pay to a maximum of one year.

#### Section 11 - Adoption Leave

11.1 Adoption leave without pay shall be granted upon application for a period of up to thirty days provided that the teacher has notified the board of this intent at the time adoption proceedings are started and provided that the board is kept informed of the likely dates for which leave may be required.

11.2 A teacher shall be granted one day with pay for the purpose of adoption. The board, at its discretion, may extend the period of leave with pay where the adoption process requires more than one day.

11.3 Upon request, the board may extend adoption leave without pay to a maximum of one year.

## Section 12 - Compassionate Leave

- 12.1 Teachers shall be granted compassionate leave with pay in the event of the death or serious illness of spouse, mother, father, brother, sister, son, daughter, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, uncle, niece and nephew but will not be granted for grandparent, grandchild, aunt, uncle, niece or nephew of the teacher's spouse.
- 12.2 Such leave is not to exceed five days in any one circumstance, except that the Board may grant additional leave if circumstances warrant it.
- 12.3 Employees of the Board who are members of a religious order may be granted leave with pay in the event of the funeral of a member of their Provincial Community and of the funeral of a parent or a member of their local community. Such leave is not to exceed one day, except that the Board may grant additional leave if circumstances warrant it.
- 12.4 An employee shall be granted up to one day leave with pay to act as pallbearer or for any other bereavement responsibility.
- 12.5 Application for such leave should be in writing to the Director of Education, even though it is understood that written request for such a leave may have to be made after the leave is taken.

## Section 13 - Special Leaves

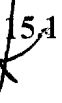

- 13.1 The board may grant teachers one day leave with pay for absence from work for events considered Acts of God.
- 13.2 The board may grant teachers one day leave with pay for absence from work to attend cultural, religious, athletic and volunteer community service activities at which the teacher's presence is required. When remuneration is given to a teacher by the sponsoring community group or association to attend such activities, it is expected that the teacher will reimburse the board any remuneration in excess of actual expenses.
- 13.3 The board shall grant teachers one day leave with pay to attend high school and post secondary graduation ceremonies involving self, spouse, sons, or daughters.
- 13.4 Teachers may be granted a leave of absence without pay for **up** to five (5) days upon submitting a written request to the Director of Education.
- 13.5 Each teacher shall be granted a maximum of three (3) days of personal leave per year at 50% of one one hundred and ninety seventh (1/197) of his/her salary for each day of leave, Personal leave must be used up in each school year and may not be accumulated from year to year.
- 13.6 The board, at its discretion, may grant leave in instances other than those mentioned in this agreement.

#### Section 14 - Communication

It is recognized that communication of the contents of the LINC agreement is absolutely essential. It is further recognized that ongoing communication with the Teacher's LINC Committee and the Board's LINC Committee is also absolutely essential. With this in mind the following communication plan will be put in place:

- 14.1 Each staff representative will present the revised contract to their respective staffs.
- 14.2 The Teacher's LINC Committee assumes the responsibility to ensure that all present and new staff will receive a copy of the contract.
- 14.3 The teacher LINC representatives and the Board LINC representatives will meet a minimum of twice a year, once before Christmas and once after Christmas. The Director of Education will convene the meetings at the request of the chairpersons or on his own.
- 14.4 The Teacher LINC Group and Central Office Administration will meet annually to discuss issues/concerns related to the administration of the LINC Agreement.

#### Section 15 - Meal Reimbursement

-  15.1 **Teachers travelling from rural areas to North Battleford will be reimbursed for supper at board approved rates when attending school division meetings which extend beyond 5:30 p.m.** 

#### Section 16 - Vacancies In the System

- 16.1 Every reasonable effort shall be made to inform teachers of advertised vacancies in teaching positions within the system before they are filled.


#### Section 17 - Grievance Procedures

- 17.1 A grievance shall be defined as any difference or dispute between the Board of Education and the teachers with respect to the interpretation, application, effect or scope of this agreement.
- 17.2 The teacher may refer any grievance to the Director of Education, after advising the Principal, within seven (7) calendar days of discovery of the cause of the complaint. The Director shall give a decision verbally within seven (7) days.
- 17.3 Should the reply from the Director of Education not satisfy the griever, the grievance shall be reduced to writing and signed by the griever. The written grievance shall be submitted to the Board of Education within seven (7) calendar days of its next meeting.
- 17.4 The board shall reply within seven days. Should the reply from the board not satisfy the griever, arbitration panel in accordance with the Arbitration Act will be formed to resolve the grievance.

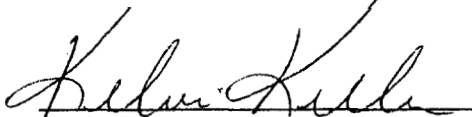
- 17.5 If a grievance has not been advanced to the next step within the specified time limit in each step set out above, it shall be deemed to be settled on the basis of the decision given at the previous step, and all further recourse to the grievance shall be at an end.

In witness whereof the duly authorized representatives of the Board of Education have offered their signature on this 1 st day of March, 2004, A.D.

Signed on behalf of the Board of Education of the North West R.C. Separate School Division No. 16

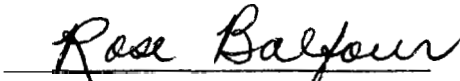
  
\_\_\_\_\_  
Rosalie Payne, Chairperson

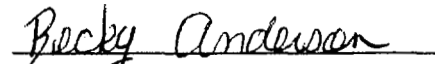
  
\_\_\_\_\_  
Glen Frehlich, Trustee

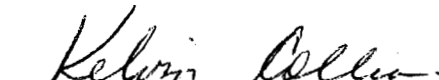
  
\_\_\_\_\_  
kelvin Keller, Trustee


In witness whereof the duly authorized representatives of the Teachers' LINC have offered their signature on this \_\_\_ st day of \_\_\_\_, 2004, A.D.


Signed on behalf of the Teachers of the North West R.C. Separate School Division No. 16

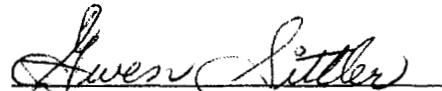
  
\_\_\_\_\_  
Rose Balfour

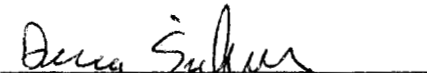
  
\_\_\_\_\_  
Becky Anderson


  
\_\_\_\_\_  
Kelvin Collier


  
\_\_\_\_\_  
Kimberly Macsymic

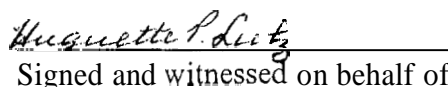
  
\_\_\_\_\_  
Allan Senger

  
\_\_\_\_\_  
Gwen Sittler

  
\_\_\_\_\_  
Doug Sieben

  
\_\_\_\_\_  
Chris Fullerton

  
\_\_\_\_\_  
Signed and witnessed on behalf of Teachers  
North West R.C. Separate School Div. #16  
by Ken J. Loehndorf  
Director of Education

  
\_\_\_\_\_  
Signed and witnessed on behalf of  
North West R.C. Separate School Div. #16  
by Huguetta Lutz  
Superintendent of Administration