

# LOCAL TEACHERS COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**The Board of Education of the LandsWest School Division #123 of Saskatchewan, hereinafter called "The Board of Education"**

and:

**The Bargaining Committee appointed by the teachers of the LandsWest School Division #123 of Saskatchewan, hereinafter called "The Teachers", negotiated in accordance with The Education Act.**

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,

## **Section 1 – Terms of Agreement**

- 1.1 This Agreement shall be effective from January 1, 1999 to December 31, 2000 and shall remain in force until a new collective agreement is concluded in accordance with The Education Act.
- 1.2 Notwithstanding Section 1.1, negotiations regarding this agreement shall be opened at any time at the request of either party, with one month's notice.
- 1.3 If negotiations are reopened the original route shall remain in effect.

## **Section 2 – Leave of Absence with Pay for Professional Advancement**

- 2.1 When the Board of Education 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.
- 2.2 For the purpose of this section, leaves shall be classified as long, medium and short term. "Return service" shall mean the undertaking of the teacher to return to the employ of the Board of Education 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.

### **2.3 Long Term Leave**

When leave is granted to a teacher for professional upgrading not exceeding fourteen (14) consecutive months, the following terms shall apply:

- 2.3.1 If the leave granted is for professional upgrading on a program acceptable to the Board of Education, the rate of pay during the leave shall be seventy (70%) percent of the teacher's annual rate of pay. The teacher shall undertake two (2) years of return service.
- 2.3.2 If leave is granted to a teacher in order that he or she may obtain specific qualifications in order to satisfy a particular need within the system, the rate of pay during the leave shall be not less than seventy-five (75%) percent of the teacher's annual rate of pay. When the rate of pay is less than one hundred (100%) of the annual rate of pay, the teacher shall undertake two years of return service, and when the rate of pay is one hundred (100%) of the annual rate of pay, the teacher shall undertake three years of return service.

### **2.4 Medium Term Leave**

When leave is granted to a teacher for professional upgrading not exceeding six (6) consecutive months, the following terms shall apply:

- 2.4.1 If the leave granted is for professional upgrading on a program acceptable to the Board of Education, the rate of pay during the leave shall be seventy (70%) percent of the teacher's annual rate of pay. The teacher shall undertake one (1) year of return service.
- 2.4.2 If leave is granted to a teacher in order that he or she may obtain specific qualifications in order to satisfy a particular need within the system, the rate of pay during the leave shall be not less than seventy-five (75%) of the teacher's annual rate of pay. When the rate of pay is less than one hundred percent (100%) of the annual rate of pay, the teacher shall undertake one year of return service and when the rate of pay is one hundred percent (100%) of the annual rate of pay, the teacher shall undertake two years of return service.

### **2.5 Short Term Leave**

When leave is granted to a teacher for professional upgrading for a term not exceeding three consecutive months the following terms shall **apply**:

- 2.5.1 If the leave granted is for professional upgrading on a program acceptable to the Board of Education, the rate of pay during the leave shall be seventy (70%) percent of the teacher's annual rate of pay. The teacher shall undertake one (1) year of return service.

- 2.5.2 If leave is granted to a teacher in order that he or she may obtain specific qualifications in order to satisfy a particular need within the system, the rate of pay during the leave shall be not less than seventy-five (75%) percent of the teacher's rate of pay. The teacher shall undertake one (1) year of return service.

## **2.6 Conditions**

The following conditions shall apply to long, medium and short term leaves granted under section 2.1 of this agreement:

- 2.6.1 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 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 (1) year following the date of the teacher's return to the employ of the Board of Education. Should the teacher successfully complete the educational requirements of the approved program during his 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 of Education may, in its discretion, waive in full or in part the repayment of funds paid under this section.
- 2.6.2 Should the teacher fail to comply with his undertaking regarding return service, he shall refund the full amount of the payments made to him under this section together with the 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 of Education may, in its discretion, waive compliance by the teacher in whole *or* in part.
- 2.6.3 Except in the case 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 of Education shall notify the teacher within six weeks of the final date of application and the teacher shall confirm his acceptance or rejection of the leave within two weeks of being notified of it.
- 2.6.4 Should a teacher be unable to fulfill his/her contract due to death or disability 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.
- 2.6.5 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 of Education, his or her qualifications can best be utilized, unless noted in the written agreement executed under Section 2.6.6.

- 2.6.6 Where a leave of absence is granted under this section, the teacher and the Board of Education shall execute a written agreement incorporating the appropriate terms and conditions stated therein.

## 2.7 Shared Sabbaticals

The Board of Education may, upon application by a teacher, grant shared sabbatical leaves according to the following conditions:

- 2.7.1 Funding shall be provided through a trust fund managed by an independent firm and shall be made **up** of equal contributions from the teacher and the Board of Education, which shall be equivalent to six and one-half (6 ½%) 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 approximately equal installments;
- 2.7.2 A teacher may apply after having completed five (5) years of service with the board.
- 2.7.3 Upon completion of the leave, the teacher shall remain in the employ of the board for at least one (1) year. 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 of Education along with interest accrued, shall be paid to the board;
- 2.7.4 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 of Education. Any monies paid into the plan by the teacher along with accrued interest shall be returned to the teacher;
- 2.7.5 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;
- 2.7.6 Not more than two (2) teachers per year shall enter into this plan, and not more than four (4) teachers to be on the plan at any given time ("On the plan" is intended to include the year of leave).
- 2.7.8 The selection committee shall consist of two (2) board members, two (2) LINC members and the Director of Education.
- 2.7.9 Applications for such leave must be submitted not later than April 1<sup>st</sup> of the school year.
- 2.7.10 A teacher to who leave is granted shall inform the Board of Education of his or her intention to return or to resign by April 1 of the year in which the leave is taken.

### **Section 3 – Professional Development Leave**

When leave is granted *to* a teacher for a term of one (1) 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 relating to the welfare of the school system, the following terms shall apply:

- 3.1 The teacher shall suffer no loss of pay during the period of absence and return service shall not be involved.
- 3.2 Each teacher shall be eligible to attend at least one (1) conference per fiscal year, provided that prior approval for such attendance must be given by the director of education.
- 3.3 Expenses incurred by a teacher that are directly related to professional development shall be reimbursed as stipulated by official receipts for hotel and registration in accordance with the following:
  - 3.3.1 The registration fee is to be fully (100%) paid by the Board of Education.
  - 3.3.2 All other related expenses shall be shared eighty (80%) percent by the Board of Education and twenty (20%) percent by the teacher. The maximum reimbursement to a teacher shall be \$225.00.
  - 3.3.3 Travel and meal allowances shall be paid in accordance with the Board of Education rate in effect at the time of reimbursement.
- 3.4 Notwithstanding the above, board requested leaves shall be completely reimbursed in accordance with the travel and meal allowances rates of the Board of Education in effect at the time of reimbursement. No such leave shall be counted as part of Section 3.2.
- 3.5 Upon written application from a teacher, the Board of Education may cover expenses or a portion thereof for attendance at provincial, national and/or international conferences and/or professional development activities of value to a teacher's professional growth.

### **Section 4 – Bursaries**

- 4.1 Bursaries may be awarded to teachers who have completed classes offered by Canadian Universities at the following rates:
  - 4.1.1 For classes taken outside the boundaries of the LandsWest School Division #123, a bursary equal to 1.6 times the cost of the tuition may be awarded.

- 4.1.2 For correspondence classes and for classes taken inside the boundaries of the LandsWest School Division #123, a bursary equal to .8 times the cost of tuition may be awarded.
- 4.2 Bursaries may be awarded to teachers who have completed classes offered by American universities at the graduate level at the following rates:
- 4.2.1 For classes offered within Saskatchewan a bursary equal to .33 the cost of tuition may be awarded.
- 4.2.2 For classes offered on a campus located in the United States a bursary of .67 times the cost of tuition may be awarded.
- 4.3 Bursaries may be granted to teachers who have completed non-credit courses or classes which are deemed by the Professional Awards Committee to be beneficial to the teacher's professional growth. The bursary, if granted, will be equal to the cost of tuition and/or registration fees.
- 4.4 Applications for bursaries must be submitted not later than the 15<sup>th</sup> of September.

#### 4.5 Professional Awards Committee

The director of education shall call a meeting of the Professional Awards Committee to make recommendations concerning the allocation of bursaries.

- 4.5.1 The Professional Awards Committee shall consist of two teachers selected by the Teachers Negotiating Committee, two trustees from the Board of Education and the Director of Education.
- 4.5.2 The Professional Awards Committee shall include the following factors used to make its recommendation:
- a) primarily, the directness of relationship between the class taken and the applicant's professional teaching duties;
  - b) the number of bursaries/awards previously received by the applicant;
  - c) the years of service the applicant has with the LandsWest School Division #123.
- 4.5.3 If there is consensus, the committee may recommend the prorating of all or some of the bursary awards.
- 4.5.4 The committee shall meet annually before the 15<sup>th</sup> of October and shall inform the Board of Education of its recommendations.

## **Section 5 – Special Leave**

- 5.1 Without restricting the reasons in which leaves may be granted, a teacher may be granted leave with full or partial salary in respect of the following upon application to the board.
- 5.1.1 For absence from work for events considered Acts of God.
  - 5.1.2 To attend cultural, athletic or First Responder situations at which the teacher's presence is required.
  - 5.1.3 To attend a secondary or post-secondary graduation ceremony involving self, spouse or child where travel is required.
  - 5.1.4 To act as an elected member of the executive of a subject council.
  - 5.1.5 To attend important meetings of fiscal boards in which the teacher holds an elected office. **Any** remuneration received by the teacher for the activity, other than reimbursement for actual expenses, shall be repaid to the Board of Education to a maximum equivalent to the salary which would have been earned during the period of absence.
- 5.2 Every teacher shall be granted a maximum of 3 days of personal leave per year at 50% of one over the number of school days in the school year (1/number of school days in the school year) of his/her salary for each day of leave.

## **Section 6 - Leave of Absence Without Pay**

- 6.1 A leave of absence without pay to a maximum of one (1) year shall be granted to at least one (1) teacher by the Board of Education when two (2) or more applications are received in any given school year. If there is only one (1) request to the Board of Education a leave may be granted.
- 6.1.1 Applicants must have a minimum of three (3) years service with the LandsWest School Division No. 123.
  - 6.1.2 Every reasonable effort will be made by the Board of Education to place the teacher in the same or similar position upon his/her return from leave.
  - 6.1.3 Applications for such leave must be submitted no later than April 1<sup>st</sup> of the school year.
  - 6.1.4 A teacher to who leave **is** granted shall inform the Board of Education of his or her intention to return or to resign by April 1 of the year in which the leave is taken.

### **Section 7 - Leave Related to Births**

- 7.1 Maternity leave and parental leave, without pay, shall be granted in accordance with The Labour Standards Act.
- 7.2 Paternity leave of 2 days with pay shall be granted to a teacher to be in attendance at the birth of his child.
- 7.3 Upon request, the Board of Education may extend maternity or parental leave without pay to a maximum of one year.

### **Section 8 - Adoption Leave**

- 8.1 Adoption leave without pay shall be granted upon application for a period of up to one year provided that the teacher has notified the Board of Education of this intent at the time adoption procedures are started and provided that the Board of Education is kept informed of the likely dates for which the leave may be required.
- 8.2 Two days with pay shall be granted to teachers for the purpose of adoption. The Board of Education may, at its discretion, extend the period of leave with pay where the adoption process requires more than two days.

### **Section 9 - Compassionate/Bereavement Leave**

Compassionate/Bereavement leave with pay shall be granted to all teachers subject to the following conditions:

- 9.1 The principal shall be advised of the requirements for the leave prior to its commencement.
- 9.2 For the purpose of this section, immediate family is defined as spouse, child, parent, and parent-in-law.
- 9.3 Leave for a period not exceeding three (3) days shall be granted for absence required by serious illness or five (5) days for death of an immediate family member.
- 9.4 Leave for a period not exceeding three (3) days shall be granted for absence required by serious illness or death of a sister, brother or grandchild.
- 9.5 Leave for a period not exceeding one (1) day plus reasonable time for travel shall be granted for absence required by serious illness or death of a grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, niece, nephew, aunt or uncle.



- 9.6 Leave not exceeding three (3) days shall be granted for absence where no person other than the teacher can provide for the required needs due to illness of an immediate family member.
- 9.7 The teacher shall provide the principal with a written statement advising the name of the person on account of whom compassionate/bereavement leave is required as well as their address and relationship to the teacher. This information shall also be transmitted to the Division Office with the teacher's monthly operating report.
- 9.8 The Board of Education, in its discretion, may grant leave in instances other than those mentioned above
- 9.9 Leave for one (1) day per annum shall be granted for pallbearer or funeral duties.

#### **Section 10 – Leave to Appear as a Witness or Juror**

- 10.1 A teacher shall be allowed a leave of absence without loss of pay when subpoenaed to appear in court as a witness or summoned as a juror in a court case. Any remuneration awarded to the teacher by the courts, other than reimbursement for actual expenses, shall be repaid to the Board of Education, to a maximum equivalent to the salary which would have been earned during the period of absence.

#### **Section 11 -Pay Periods**

- 11.1 A teacher entering the employ of the school board may elect to have his/her salary paid on a ten (10) or twelve (12) monthly basis by indicating this in writing at the time of signing the contract of employment.
- 11.2 Teachers who wish to change their pay periods may do so by indicating this in writing to the Superintendent of Administration on or before the first day of the school year.
- 11.3 With the exception of the month of December, salary shall be paid on the 25<sup>th</sup> day of each month except that where the 25<sup>th</sup> of the month falls on a Sunday, the salary shall be paid on the following Monday and where the 25<sup>th</sup> falls on the Saturday, the salary shall be paid on the preceding Friday. In December, the salary shall be paid on the last day that school is held.
- 11.4 A teacher new to the LandsWest School Division shall be given an advance of up to fifty percent (50%) of his/her monthly salary upon request during the first month of teaching. This advance shall be repaid as a deduction from the first cheque.
- 11.5 One-half (1/2) of the annual levy for the L.L.S.T.F. fees shall be deducted from each of a teacher's October and November salary cheques.

11.6 Any teacher paid on a twelve (12) month basis who resigns or who is terminated effective June 30 may request to receive separate July and August payments, by the 15<sup>th</sup> of July. Such request must be made to the Superintendent of Administration by June 15.

### Section 12 – Substitute Teachers

12.1 For the purposes of this section, “uninterrupted employment” shall mean continuous teaching service rendered as a substitute for one and the same teacher.

12.2 For the first five (5) teaching days in any period of uninterrupted employment, the salary payable to a substitute teacher shall be eighty-two (82%) of the daily rate of a minimum of Class IV **(4)**.

12.3 Commencing on the sixth (6) day in any period of uninterrupted employment, the per diem salary for a substitute teacher shall be one over the number of school days in the school year (1/number of school days in the school year) of the annual rate that would be payable to the same teacher under the provincial salary agreement if the teacher were employed on a regular full-time basis, inclusive of holiday pay.

### Section 13 – Special Allowances

13.1 A designated itinerant teacher is defined as one who travels between two or more communities to fulfill his or her contract. A teacher shall be designated by the Board of Education. The days of travel are considered itinerant days and shall be compensated at the rate of \$12.85 per day based on time tables as approved by the Director of Education.

13.2 When teachers and/or principals attend professional inservice and administrative meetings within the boundaries of the LandsWest School Division #123 which are called by the Director of Education or the Board of Education the current Board of Education travel rate shall be paid to the attending teachers and/or principals. This clause shall not apply to division wide professional development, conventions or when the classification of meeting falls under Section 3 of this agreement.

13.3 Consultants or Supervisors – A teacher employed in a supervisory or consultative position shall receive an allowance to be calculated as follows:

13.3.1 with 0 years experience in a supervisory or consultative capacity in any school division, ten (10%) percent of the salary payable to a Class IV **(4)** teacher with two (2) years experience.

13.3.2 with 1 year of experience in the capacity described, ten (10%) percent of the salary payable to a Class IV **(4)** teacher with four (4) years experience;

- 13.3.3 with 2 years experience in such a capacity, ten (10%) percent of the salary payable to a Class IV (4) teacher with six (6) years of experience;
- 13.3.4 with 3 years of experience in such a capacity, ten (10%) percent of the salary payable to a Class IV (4) teacher with eight (8) years of experience;
- 13.3.5 with 4 or more years of supervisory or consultative experience, ten (10%) percent of maximum Class IV (4).

#### **Section 14 – Staff Meetings**

- 14.1 Each school staff may choose to dismiss up to one (1) hour per month before classes normally end for the purpose of holding staff meetings. Each school staff may choose to forgo one (1) or two (2) days taken from the following recognized local administration or professional development days to accommodate the early dismissal for staff meetings; Orientation Day, parent-teacher interviews, flex day, semester break, year end work days. For the centre with more than one school, the arrangement must be mutually agreeable. The board will provide a calendar of administration/professional development days prior to each school submitting its decision on the above.

#### **Section 15 – Teacher Vacancies**

- 15.1 Each school staff in the division shall be notified of teaching vacancies in the division prior to public notice.

#### **Section 16 – Transfers**

- 16.1 Teachers shall be consulted well-in advance regarding transfers within the division.
- 16.2 Where a transfer of a teacher is initiated by the Board of Education, the Board of Education shall pay to the said teacher reasonable and necessary moving expenses with respect to the transfer. Such expenses shall be determined by the board and the teacher prior to the transfer.

#### **Section 17 – Communication**

- 17.1 Each teacher employed by the School Board shall be supplied a copy of the Local Teachers' Collective Bargaining Agreement.
- 17.2 Notice of Motion of all policies affecting professional staff shall be reviewed for input and recommendation by each staff and the executive of the LandsWest local of STF.

## **Section 18 – Employment Insurance Rebates**

- 18.1 Pursuant to Section 64(4) of the Unemployment Insurance Act, 1971, the Board of Education shall forward to the LLSTF by December 31 an amount equal to 5/12 of the premium reduction obtained on behalf of each teacher in its employ.

## **Section 19 – Preparation Time**

- 19.1 The board supports the principle and value of preparation time for each teacher. Every teacher shall be assigned up to ten (10) percent of designated school hours for preparation time as can be managed by the administration of individual schools with staff provided. A sub-committee will be formed to study the possible implementation of preparation time in small schools.

## **Section 20 – Noon Hour Supervision**

- 20.1 The principal, in consultation with the staff concerned shall arrange for the supervision of students. The number of supervisors at each school shall be determined by the Board of Education in consultation with the principal and staff.
- 20.1.1 Initial notification of intent, whether to do noon hour supervision or not, shall be given by June 7 for the following academic year. New teachers must declare their intent with respect to supervision prior to August 1. In subsequent years, the Board of Education will assume the teacher will continue unless written notification is given to the principal by June 7.
- 20.2 As an individual teacher's recognition for providing supervision, the Board of Education agrees to grant the teacher two (2) days off with pay per year as arranged with the principal on an individual basis.
- 20.3 Any teacher who chooses not to take all of the days granted may, by May 15, request to exercise one of the following options:
- a) The teacher may receive, in addition to their regular salary, one over the number of school days in the school year (1/number of school days in school year) of the minimum of Class IV (**4**) salary for each day not taken based on the present year's salary. grid and to be paid by the end of June or
  - b) If the option in a) is not indicated to the Superintendent of Administration, in writing, prior to June 1, the accumulated days will be automatically banked to the following year with the further condition that no more than five (5) days may be claimed in one school year whether for pay or for days off in lieu.
  - c) The days banked and the days earned shall not exceed 10 days in one year.

- 20.4 If a teacher chooses not to do supervision the Board of Education, in consultation with the principal, shall hire a replacement and not require remaining staff to do extra supervision.
- 20.4.1 If a teacher chooses to do another teacher's supervision that teacher will receive, in addition to the regular remuneration, the remuneration which the other teacher would have received from clause 21.2. A teacher may be granted a maximum of five (5) days off under this provision in one year as arranged with the principal on an individual basis.
- 20.5 Should a majority of the staff in a school opt not to supervise, the Board of Education in consultation with the principal may assume all responsibility for noon hour supervision and may require that no other teacher provide supervision during this time.
- 20.6 If the noon hour supervision in any year cannot be handled by staff in any individual school, a Liaison Committee may meet and make recommendations to the Bargaining Teams. The Members of the Liaison Committee are the following:

Chairperson of the LLSTF LINC Committee  
LLSTF President  
One LLSTF Councillor  
Two members of the Board of Education  
Director of Education

### **Section 21 – Grievance Procedure**

- 21.1 A grievance shall be defined as a difference or dispute arising out of the interpretation, application or alleged violation of the terms of this agreement.
- 21.2 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 complaint. The director shall give a decision verbally within seven (7) days.
- 21.3 Should the reply from the Director of Education not satisfy the grievor, the grievance shall be submitted to the Board of Education within seven (7) calendar days of its next meeting
- 21.4 Should the reply from the Board of Education not satisfy the grievor, the grievance shall be referred to a grievance committee composed of two trustees and two teachers from the respective bargaining committees. In the event that this committee is unable to resolve the grievance within seven (7) calendar days, the grievance committee shall then appoint a fifth member mutually agreeable to both parties, who shall serve as chairman. The grievance committee shall then rule upon the grievance and its decision shall be made known within thirty (30) calendar days


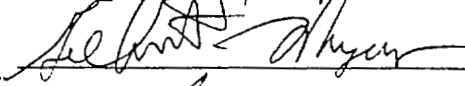

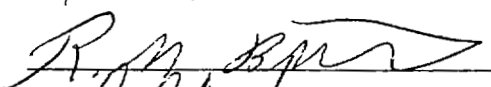
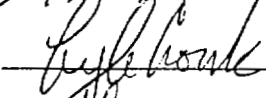
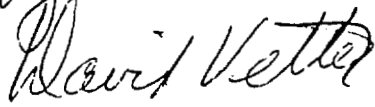
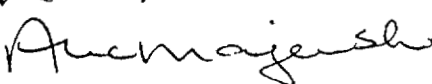
of receipt of the grievance. The majority decision of the grievance committee shall be binding upon both parties.

21.5 In the event that the parties fail to appoint a fifth member to the committee in 14.4 then, upon written application, the provisions of Sections 261, 262 and 263 of the Education Act, 1995 will apply.

21.6 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.

**SIGNED ON THE DAY AND YEAR FIRST ABOVE WRITTEN:**

Signed on behalf of the Teachers;

Signed on behalf of the Board of Education:

