

**LOCAL COLLECTIVE BARGAINING
AGREEMENT FOR TEACHERS**

**BETWEEN: THE BOARD OF EDUCATION OF THE QU'APPELLE VALLEY
SCHOOL DIVISION NO. 139**

AND

THE TEACHERS OF THE QU'APPELLE VALLEY SCHOOL DIVISION NO. 139

January 1, 2004 to June 30, 2006

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LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

BETWEEN: The Board of Education of the Qu'Appelle Valley School Division No. 139 of Saskatchewan, (hereinafter called "**the Board**")

AND: Teachers of the Qu'Appelle Valley School Division No. 139 of Saskatchewan (hereinafter called "**a teacher**")

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

This agreement made at the R.M. of Sherwood in the Province Saskatchewan this 1st day of January 2004.

AGREEMENT

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

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.

Years of service in the Buffalo Plains School Division No. 21, Cupar School Division No. 28, and Indian Head School Division No. 19 shall be recognized as years of service for the Qu'Appelle Valley School Division No. 139.

SECTION 1 – Period of Agreement

1.0 This agreement shall be effective from *January 1, 2004 to June 30, 2006*, and thereafter until revised in accordance with **The Education Act, 1995**.

SECTION 2 – Leaves

2.1 Compassionate

- 2.1.1 A teacher shall be granted leave with pay for a period of up to and not exceeding five (5) school days in the event of a death of a member of a teacher’s immediate family or the immediate family of a teacher’s partner.
- 2.1.2 A teacher shall be granted leave with pay for up to and not exceeding five (5) days per school year when serious illness or injury of a member of the immediate family requires a teacher’s immediate attention.
- 2.1.3 For the purpose of this section, “immediate family” is defined as a partner, child, father, mother, brother, sister, grandparent, or grandchild of a teacher or of a teacher’s partner. It also includes the partner of a teacher’s child, grandchild, brother, or sister.
- 2.1.4 A teacher shall be granted up to one (1) day leave with pay to act in an official capacity at a funeral. Official capacity would include being a pallbearer or eulogist.
- 2.1.5 Additional compassionate leave may be granted at the discretion of the Board or its designate.

2.2 Maternity/Parenting/Adoption

- 2.2.1 A teacher shall be granted maternity leave, parenting leave, and adoption leave in accordance with **The Labour Standards Act** and the Provincial Collective Bargaining Agreement.
- 2.2.2 Insofar as is reasonably possible, a teacher shall be reinstated to the position and locality occupied prior to the leave.
- 2.2.3 Parenting/Adoption Leave – leave of up to two (2) days with pay shall be granted to a parent at the birth/adoption of a child.

2.3 Special

- 2.3.1 A teacher shall be granted leave with pay for one (1) day on the day of the post-secondary convocation/graduation of self, partner, child, and parent.
- 2.3.2 A teacher shall be granted leave with pay for one (1) day for defense of the teacher’s thesis or dissertation.
- 2.3.3 A teacher shall be granted leave with pay for a period of up to three (3) teaching days per school year in order to attend a provincial, national, or international meeting or conference in which a teacher holds a key office or executive position.

Up to two (2) additional days may be approved by the Director of Education or designate upon request.

- 2.3.4 A teacher may be granted leave with pay for a period of up to two (2) days per school year in order to attend a provincial, national, or international event in which a teacher actively participates.
- 2.3.5 The executive of the Qu'Appelle Valley Teachers' Association (QVTA) shall be granted up to an aggregate of ten (10) days with pay per school year to carry out executive duties. The cost of a substitute teacher shall be the responsibility of the Board. The Qu'Appelle Valley Teachers' Association shall reimburse the Board for all release time used by the executive. Payment shall be made on a per diem basis of the individual executive member's salary and shall be made by June 30 of the school year.
- 2.3.6 A teacher shall be granted leave without pay in order to conduct personal business. Such leave shall not exceed two (2) days per school year. A teacher need only notify the principal for the purpose of taking this leave. The principal shall notify the Director of Education or designate of any such leave.
- 2.3.7 Leave with pay for emergency purposes only, and for a period not exceeding one (1) day per occasion, shall be granted to a teacher by the principal. The principal shall notify the Director of Education or designate of any such leave.
- 2.3.8 A teacher is eligible to participate in a Deferred Salary Leave Plan as per division policy.

2.4 Long-term Leave of Absence Without Pay

- 2.4.1 A teacher may be granted leave of absence without pay for a period of up to fourteen (14) months. A teacher's application for such leave shall be submitted in writing to the Board four (4) months prior to the date when the leave is to commence, the Board shall notify a teacher within six (6) weeks of the final day for application, and a teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.

2.5 Professional Enhancement Opportunities

2.5.1 Sabbatical Leave

- a) Purpose:
The Board may grant sabbatical leave to support a teacher for a period of up to fourteen (14) months for study, rest, or travel.
- b) Preservice Requirements:
Ten (10) years with the Qu'Appelle Valley School Division.

- c) Remuneration:
A minimum of 50% of the teacher's basic salary for the approved period of leave.
- d) Return Service Agreement:
A teacher shall undertake, in writing, to return to the employ of the Board for a period of at least two (2) years or proportionately repay salary paid during the leave, with interest at the preferred bank-lending rate prevailing at the time of the leave.
- e) Application for Leave:
A teacher shall apply for leave of absence under this section not later than four (4) months prior to the proposed commencement of the leave but no later than March 31 of a school year.

The Director or designate shall present the request to a committee, consisting of two (2) division trustees, the chairperson of LINC and the president of the QVTA. This committee shall review the request and make a recommendation to the Board including the remuneration. The Board shall give a final decision on the request after receiving the recommendation of the committee and considering the needs of the school division. The Board shall notify a teacher of its decision within six (6) weeks of the final date for applications, and a teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.

2.5.2 Educational Leave

- a) Purpose:
The Board may grant educational leave to support teachers in undertaking a program of study to satisfy a need in the school division.
- b) Preservice Requirements: Two (2) years with the Qu'Appelle Valley School Division.
- c) Remuneration:
Award equal to 50% or more of salary.
- d) Return Service Agreement: Two (2) years.
In the event of failure to return to the employ of the Board for two (2) years or to successfully complete the program, a teacher shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award.
- e) Application for Leave:
A teacher shall apply for leave of absence under this section not later than four (4) months prior to the proposed commencement of the leave but no later than March 31 of a school year.

The Director or designate shall present the request to a committee, consisting of two (2) division trustees, the chairperson of LINC and the president of the QVTA. This committee shall review the request and make a recommendation to the Board including the remuneration. The Board shall give a final decision on the request after receiving the recommendation of the committee and considering the needs of the school division. The Board shall notify a teacher of its decision within six (6) weeks of the final date for applications, and a teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.

2.5.3

Session Awards

- a) Purpose:
The Board may grant session awards to support teachers in taking post secondary or specialized training.
- b) Preservice Requirements: None
- c) Amount of Award: Generally equal to the full amount of tuition or as determined by the Selection Committee.
- d) Return Service Agreement: Successful applicants must return to the Board for at least one (1) academic year for award(s) granted that year. In the event of failure to return to the employ of the Board, a teacher shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award.

Should a teacher granted the award fail to complete the educational program, which was considered when the award was granted, the full amount of the award with interest as specified in section 2.5.2(d) shall be refunded to the Board.

- e) Selection Procedure:
The Director or designate shall present request(s) to a committee, consisting of two (2) division trustees, the chairperson of LINC and the president of the QVTA. This committee shall review the request(s) and make a recommendation to the Board. The Board shall give a final decision on the request after receiving the recommendation of the committee and considering the needs of the school division.

SECTION 3 – Support for Curricula Development and Instruction

3.1 Preparation Time

3.1.1 Two (2) non-student days shall be allocated by the Board of Education in the school year calendar for individual teacher planning.

3.1.2 Staff will be allotted for preparation time during the 2003/04 school year at an equivalent of .06 per full time equivalent teacher.

Staff will be allotted for preparation time during the 2004/05 school year at an equivalent of .07 per full time equivalent teacher.

Staff will be allotted for preparation time effective the 2005/06 school year at an equivalent of .08 per full time equivalent teacher.

3.1.3. Allocations for preparation time shall be applied to full-time and part-time teachers at a rate proportional to each teacher's contract of employment.

3.1.4 Allocations for preparation time shall be used for preparation time.

SECTION 4 – Staff Recruitment and Retention

4.1 Effective January 1, 2004, in recognition of the value of professional development and growth, each teacher will be allocated a Personal Professional Development Account after ten (10) years of service to the school division.

A teacher shall receive school administration approval and division approval prior to accessing this account. The allocation is intended to cover costs including substitute teacher costs and shall be as follows:

10 years of service	-	\$1,500.00
15 years of service	-	\$2,000.00
20 years of service	-	\$2,500.00
25 years of service	-	\$3,000.00

The initial amount in each teacher's account will be based on the teacher's current years of service and will not be retroactive (i.e. twenty-one (21) years of service = \$2,500.00).

4.2 The accumulated maximum amount at any one time in any Personal Professional Development Account shall be \$4,500.00.

4.3 Until June 30, 2008, teachers with ten (10) years of service in the Buffalo Plains, Cupar, and Indian Head School Divisions (Qu'Appelle Valley School Division effective January 1, 2004) and twenty-five (25) or more years of total teaching service shall have the option

of choosing a \$5,500.00 Personal Professional Development Account or choosing the following retirement incentive.

This incentive is available to a teacher retiring at a mutually agreeable date or the end of a school year. A teacher must provide the Board with a minimum of three (3) months written notice prior to their retirement date of their intention to retire.

Years of Contributory Service	Payments as of January 1 (following retirement)		
	1 st year	2 nd Year	3 rd Year
60% or less (30 years or less)	3,000.00	1,500.00	750.00
62% (31 years)	1,500.00	750.00	
64%(32 years)	750.00		

- 4.4 To determine the years of contributory service, only a certified statement by the Teachers’ Superannuation Commission or the Saskatchewan Teachers Retirement Plan will be accepted.
- 4.5 In the event of the death of a teacher who is receiving the early retirement incentive, the balance shall be paid in accordance with the above schedule to a teacher’s estate.

SECTION 5 – Pay Periods

- 5.1 All teachers in the Qu’Appelle Valley School Division shall have their salary deposited directly into the financial institution of their choice so as to be accessible on the twenty-fifth day of each month.
- 5.2 A teacher, under a continuing contract, shall have the choice whether to be paid on a ten (10) month or twelve (12) month basis and shall inform the payroll department by June 20 if a change is desired for the next school year.

A new teacher, under a continuing contract, shall select a pay period upon confirmation of acceptance of employment. Teachers under a temporary or replacement contract shall be paid on a ten (10) month basis.

- 5.3 In the case of a teacher where employment ceases, their final cheque will be available at the Board Office within five (5) business days of the final day of a teacher’s employment.

SECTION 6 – Substitute Teachers

- 6.1 The salary payable to a substitute teacher shall be one divided by the number of school days in a school year as determined by the Minister of Learning at the annual rate of pay

for Class 4, Step 1 based on the salary as set out in the Provincial Collective Bargaining Agreement.

- 6.2 Commencing on the sixth teaching day in any period of uninterrupted employment for the same teacher, the per diem salary for a substitute teacher shall be one divided by the number of school days in a school year as determined by the Minister of Learning of the annual rate that would be payable to the same teacher under the Provincial Collective Bargaining Agreement.
- 6.3 The Board shall offer a substitute teacher a temporary contract on the twentieth teaching day of continuous service for the same teacher.

SECTION 7 – Special Allowances

- 7.1 A teacher seconded or appointed to a consultant position within the Qu'Appelle Valley School Division shall be paid an allowance of 10% of a teacher's salary and, if applicable, 10% of administrative allowances as set out in the Provincial Collective Bargaining Agreement. The allowance shall be in proportion to the amount of time the consultative duties are relative to a teacher's total contract.

SECTION 8 – Reimbursement for Travel, Sustenance, Lodging, and Other Expenses

- 8.1 For pre-approved travel to curricular and extra-curricular activities or for other school business, teachers who use their vehicles shall be reimbursed at the current Board rate. Staff should use Qu'Appelle Valley School Division mileage reimbursement forms.
- 8.2 Payments shall be made for traveling which commences and terminates at the school.
- 8.3 Where curricular activities and other school business approved by the Board necessitates out-of-pocket expenses, and provided there is no reimbursement by any other organization, teachers shall be reimbursed for those expenses at the rate of 100% for necessary accommodation to a maximum of the Board rate (receipts required) and for meals to a maximum of the Board rate (receipts required).

SECTION 9 – Lunch Period Supervision

- 9.1 A teacher is entitled to a duty free lunch break.
- 9.2 A teacher who provides lunch period supervision shall have the option of being paid at the Board rate or to earn time in lieu to a maximum of two (2) days per school year.

9.3 A teacher may earn time in lieu at the following rate for providing lunch period supervision:

Twenty (20) hours	1.0 day
Thirty (30) hours	1.5 days
Forty (40) hours	2.0 days.

9.4 Lunch period supervision in excess of forty (40) hours shall be paid at the Board rate for teachers.

SECTION 10 – Extra-Curricular Activities

10.1 In recognition of the efforts of teachers to provide extra-curricular activities that take place beyond the instructional time, any teacher who provides twenty (20) or more hours of Board approved extra-curricular supervision per school year shall receive time in lieu at the following rate:

Twenty (20) hours	0.5 day
Thirty (30) hours	1.0 day
Sixty (60) hours	1.5 days
Eighty (80) hours	2.0 days
Three Hundred (300) hours	3.0 days.

10.2 Extra-curricular activities are those that:

- include students
- are not for academic credit or support
- occur outside the normal hours of instruction and for which a teacher is not receiving other remuneration.

SECTION 11 – Days In Lieu

11.1 The maximum number of days in lieu that may be earned by a teacher, as per Sections 9 and 10, in one school year is three (3) days.

11.2 A teacher may carry forward up to two (2) days for a maximum of five (5) days in one school year. Any unused days will be paid out at the substitute teacher rate.

11.3 Principals shall approve the taking of days in lieu, to a maximum of three (3) consecutive days, provided there is evidence of good planning and appropriate substitute teaching coverage is in place. If days are used and not earned, a teacher shall forfeit the teacher's per diem salary.

- 11.4 The following uses of days in lieu require the approval of the Director or designate:
- a) days in lieu used in excess of three (3) consecutive days
 - b) days in lieu used in conjunction with special leave days.
- 11.5 Days in lieu shall not be used on non-student days except in exceptional circumstances and with the approval of the Director of Education or designate.

SECTION 12 – Emerging Issues

12.1 Local Collective Agreement Development

- 12.1.1 The negotiating committees of the Board and the Qu'Appelle Valley Teachers' Association shall meet at least twice per year, in the fall and in the spring, and also upon the request of either party to discuss any emerging issues.
- 12.1.2 If a difference of opinion arises as to the meaning, interpretation, or application of a word, expression, or provision contained in this Agreement the parties shall endeavour to settle such disagreements through appropriate channels, either administrative or LINC representatives or both.
- 12.1.3 If disagreements cannot be resolved in the manner described in Section 12.1.2, either party may request, in writing, a meeting with a committee consisting of two Board members or designates and two LINC representatives. If the disagreement is not resolved to the satisfaction of both parties within fifteen (15) days of a written request for a meeting, either party may refer the matter for disposition under the provisions of **The Education Act, 1995**.

SECTION 13 – Employment Insurance Rebate

- 13.1 An amount equal to 5/12 of the employment insurance premium reduction with respect to all STF members shall be paid annually to the Qu'Appelle Valley Teachers' Association.
- 13.2 Such payment shall be made by March 15 of each year for the preceding calendar year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

The Board of Education of the Qu'Appelle Valley School Division No. 139

Chairperson

Director of Education

Teachers of the Qu'Appelle Valley School Division No. 139

Chairperson, LINC

Member-at-Large, LINC

Witness

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is between the Board of Education of the Indian Head School Division No. 19 of Saskatchewan and the Teachers of the Indian Head School Division No. 19 of Saskatchewan.

For the 2003/04 school year only:

- a) Interested teachers with a minimum of ten (10) years service in the Indian Head School Division may apply for an early retirement incentive of one (1) days salary per year of service, in either their 30th year of service or when their years of service and age add up to eighty-five (85). This payment may be made over a two-year period, if a teacher so wishes. All eligible teachers must notify the Board no later than November 30, 2003 and retire by June 30, 2004.
- b) If, due to special circumstances, a teacher plans to retire with less than thirty (30) years of service or before their age and service add up to eighty-five (85), they may apply to the Board to be considered for the same early retirement incentive.
- c) To determine the years of contributory service, only a certified statement by the Teachers' Superannuation Commission or Saskatchewan Teachers' Retirement Plan will be accepted.
- d) Teachers choosing this early retirement incentive are not eligible for the options outlined in Section 4 Staff Recruitment and Retention of this Agreement.

This **Memorandum of Understanding** was agreed to through the LINC bargaining process but is not a collective bargaining agreement within the meaning of **The Education Act, 1995**.

Dated at Regina, in the Province of Saskatchewan this _____ day of _____ 2003.

**The Board of Education of the
Indian Head School Division No. 19**

**Teachers of the Indian Head
School Division No. 19**

Chairman of the Board

Chairperson, LINC

Director of Education

Member-at-Large, LINC

Witness