

LOCAL BARGAINING AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE NORTHWEST SCHOOL DIVISION #203
AND
THE TEACHERS
OF THE NORTHWEST SCHOOL DIVISION #203

SEPTEMBER 1, 2006 TO AUGUST 31, 2009

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TABLE OF CONTENTS

Term of Agreement	Page 1
Method of Payment	Page 1
Compassionate Leave	Page 1
Reimbursement for Travel	Page 2
Employment Insurance Reduction	Page 2
Informal Meetings	Page 2
Grievances	Page 2
Advertised Vacancies in the System	Page 2
Parenting Leave	Page 2
Earned Days Off/Personal Day	Page 3
Professional Development	Page 5
Special Leaves	Page 5
Teacher Initiated Educational Leave	Page 5
Sabbatical Leave	Page 6
Deferred Salary Leave Plan	Page 7
Negotiation Leave	Page 10
Executive Leave	Page 10
Salary for Substitute Teachers	Page 10
Retirement Gratuity	Page 10
Special Allowances	Page 10

1. Term of Agreement

Term of Agreement shall be from September 1, 2006 to August 31, 2009.

2. Method of Payment

2.1 Every permanent teacher shall have the option of being paid on a ten (10) month or twelve (12) month basis.

2.1.1 An application for change in pay periods must be made in writing to the Secretary-Treasurer by the fifth day of the new academic year, with the change to take effect with the September cheque. Teachers new to the division shall notify the Secretary-Treasurer in writing by the fifth school day of the new academic year as to their choice of pay periods.

2.2 All permanent teachers who have selected a 12-month pay basis will be paid on the 22nd of each month including the month of June, or if this falls on a non-banking day, payment will be made on the last banking day prior to the 22nd. This payment will be made by direct deposit to an account number provided by the teacher.

2.3 Teachers in their first year of teaching and in their first year of employment with the Northwest School Division No. 203 may, after five (5) days of employment, request and be granted an advance of up to \$1000.00 on their first month's salary.

2.4 Teachers who are hired for a portion of a school year to fulfill a contract shall be paid actual salary earned each month.

3. Compassionate Leave

3.1 Upon request a teacher shall be granted compassionate leave with pay as required for a period not to exceed five (5) teaching days to attend the death of a spouse (as defined by Canada Revenue Agency), child (child-in-law), grandchild, sibling (sibling-in-law), parent (parent-in-law), grandparent (grandparent-in-law), uncle, aunt, nephew, or niece.

3.2 A teacher shall be granted compassionate leave with pay for a period of one (1) teaching day to attend to the death of a relative or close friend.

3.3 Upon request, a teacher shall be granted compassionate leave with pay not to exceed three (3) days in the event of a serious illness of a spouse (as defined by Canada Revenue Agency), child (child-in-law), grandchild, sibling (sibling-in-law), parent (parent-in-law), or grandparent (grandparent-in-law).

4. Reimbursement for Travel

4.1 Reimbursement to teachers for Board authorized expenses are not to exceed the maximum current Board rates.

5. Employment Insurance Reduction

5.1 The teacher's share (5/12) of the employment insurance premium reduction shall be refunded to the North West Teachers' Association.

5.1.1. The annual payment shall be made prior to August 31 of each year.

5.2 The Northwest School Division Board shall deduct local fees and convention fees, as set by the North West Teachers' Association STF Local in September, from the October and November cheques respectively as directed by the association.

6. Informal Meetings

The Board is prepared to dialogue/discuss professional matters/LINC concerns/board policies with representatives of the North West Teachers' Association. Either party may initiate such a meeting to a maximum of four (4) per year.

7. Grievances

Any grievance shall be resolved in accordance with the provisions contained in *The Education Act, 1995*.

8. Advertised Vacancies in the System

Notification of all school administrative, supervisory, and temporary, replacement, or continuing contract teaching position vacancies shall be sent to each school principal to be posted in the school staff room while the position is being advertised.

9. Parenting Leave

9.1 Maternity leave, without pay shall be granted by the Board for a period of time up to a maximum of eighteen (18) weeks, but, according to the provisions contained in *The Labour Standards Act* and regulations made thereunder.

- 9.2** The teacher may begin her maternity leave or return to teaching service on any day by mutual agreement between the teacher and the Division Board. The onus is on the teacher to inform the Division Board when they will return to work.
- 9.3** A teacher shall be granted two (2) days off with pay, to be used within seven (7) days of the birth of his/her child.
- 9.4** A teacher shall be granted one (1) day off with pay to attend the adoption of a child.
- 9.5** Teachers who wish to take more leave than the amount specified above should apply for such extension under Section 12.2 Special Leave.

10. Earned Days Off/Personal Day

According to The Education Act, 1995, Section 150 – Duties of Pupils, Section 164 – Hours of the School Day, Section 231 (2, d) – Duties of Teachers and Regulation 49 – Noon Hour Supervision, the responsibility for providing noon hour supervision lies with the Board.

- 10.1** The Board recognizes that noon hour supervision is voluntary.
- 10.2** For those teachers willing to do noon hour supervision, the Board will recognize the voluntary nature of the service provided by awarding each teacher with a total number earned days off (EDO) or their equivalencies to:
 - a)** two days per teacher for schools with four or more teachers;
 - b)** three days per teacher for schools with ~~fewer than~~ four teachers.
- 10.3** Part-time teachers doing noon hour supervision will receive a pro-rated amount of EDO or their equivalencies.
- 10.4** Leave under this Section and Section 10.5 shall be subject to the following conditions:
 - 10.4.1** Days in Section 10 may be accumulated and carried over to a maximum of two (2) days per academic year.
 - 10.4.2** Request for leave must be made to the principal at least one week in advance. The date(s) of leave must be mutually agreed upon by the teacher and the principal.
 - 10.4.3** The teacher must make adequate preparation, satisfactory to the principal, for his/her classes and other normal duties prior to the commencement of his/her leave.

- 10.4.4** To ensure the safe, orderly, and effective operation of the school, the school principal may limit the number of teachers taking leave on a particular day. The decision for leave will be dealt with on a first come, first served basis.
- 10.4.5** The Board of Education will provide teacher substitutes for any or all teachers under this section.
- 10.4.6** The principal shall, at month end keep a record of all teachers who have taken leave under this Section.
- 10.5** Where a teacher is voluntarily involved in extra and co-curricular activities that require direct supervision and/or responsibility for students beyond instructional time, those hours will be applied toward EDO. These hours will be verified by the principal of the school.
- 10.5.1** A teacher involved in extra-curricular activities may claim up to a maximum of sixteen (16) hours per day. Seventy (70) hours is required for the granting of the first EDO and an additional eighty (80) hours will provide the granting of one additional EDO.
- 10.6** Teachers who have earned days off provided for under Section 10.2, 10.5, or 10.7 will have the options of taking a payout equivalent to substitute teacher pay for any or all their EDOs or a transfer of the same amount (before deductions) into their individual teacher's professional development account or be directed towards any school fund account. Requests for payout are to be submitted by June 1. In the case of a teacher leaving during the school year, requests are to be submitted by the 1st of the month in which the teacher is leaving.
- 10.6.1** Professional development accounts shall be established for each teacher in the division. Teachers may direct EDO payments into this account as per Section 10.6 above. Teachers may direct their payout equivalents into their school's general account. Teachers leaving the division will receive a payout from their account after all appropriate deductions have been made.
- 10.7** All teachers shall be granted one (1) day off with pay for any reason during each school year subject to the approval of the principal. Part-time teachers shall be granted a percentage of the day proportional to the percentage of time they are contracted for.

11. Professional Development

11.1 The Board shall allocate \$250.00 per full-time teacher equivalent to each school for a professional development fund. For the subsequent years, this amount shall be adjusted to \$255.00, and \$260.00. This professional development fund shall be administered as follows:

11.1.1. Expenditures from this fund shall be used for the provision of professional development opportunities.

11.1.2 Each school shall determine its own priorities, criteria, and guidelines for the allocation from this fund.

11.1.3 All applications for professional development financial assistance shall be submitted to and approved by the school principal.

11.1.4 Surpluses will be carried over from one year to the next in order to facilitate long term professional development planning. The maximum accumulated carry-over is not to exceed the amount allocated for the current year unless approved by the director.

12. Special Leaves

12.1 The Board may grant a leave of absence without pay provided that:

12.1.1 The leave of absence shall not constitute a break in tenure, but will not count as years of experience for increment purposes. The teacher agrees to be placed in any school in the division mutually agreed upon in writing prior to the granting of the leave.

12.2 The Board may, at its discretion, grant a teacher leave of absence with pay or without pay provided that the application for such leave is made to the Board prior to the commencement of the leave.

13. Teacher Initiated Educational Leave

13.1 Educational leaves may be granted under the following criteria:

- a) Long Term – a period of six (6) to fourteen (14) months inclusive.
- b) Short Term – a period of less than six (6) months.

13.2 A teacher granted educational leave shall receive pay from the Board at a rate of 50% of salary, such salary to exclude supervisory or administrative allowances.

13.3 To qualify for this award, the teacher must have two (2) consecutive years of teaching service in the Division and have his/her programme of studies

approved by the Director of Education.

- 13.4** The teacher, upon his/her return to the school system, shall be placed in a position mutually agreed upon in writing prior to the granting of the leave.
- 13.5** The teacher shall undertake in writing to return to the employ of the Board for a period of at least two (2) years immediately following the leave, and in the event of default, to refund the amount of the award as set out hereunder. In the case of death or total disability, the total debt shall be cancelled. If the teacher fails to comply with the agreement referred heretofore, he/she shall refund the money awarded, In the event there is a partial compliance, the refund shall be proportional to time not returned.
- 13.6** A teacher shall apply to the Director of Education for educational leave not later than February 1 prior to the commencement of the leave. The Board shall notify the teacher of its decision on or before March 1. The teacher shall confirm his/her acceptance or rejection of the leave within one (1) week of being notified.
- 13.7** Long-term educational leaves will be reviewed in conjunction with sabbatical leaves. The Board may or may not approve an educational leave in the same calendar year as a sabbatical leave.
- 13.8** Educational leave shall not be credited as experience for increment purposes on the teacher's return to the system.

14. Sabbatical Leave

A sabbatical leave is a leave of absence given to a teacher to pursue a course of studies, either academic or professional in nature, that will benefit the school and/or Board priorities; undertake any other activity of an educational or rehabilitative nature that may include travel or any combination of the above.

- 14.1** A teacher *with ten or more* years of continuous service may apply for sabbatical leave, and the leave may be granted under either of the following conditions:
- 14.1.1** Five (5) months at 50% of the salary he/she would earn were he/she actively engaged in teaching, such salary to exclude supervisory or administrative allowances.
- 14.1.2** Ten (10) months leave at 25% of the salary he/she would earn were he/she actively engaged in teaching, such salary to exclude supervisory or administrative allowances.

- 14.2** A selection committee comprised of two Board members, three teachers, appointed by the NWTALINC, and the Director of Education who shall chair the selection committee shall:
- a) review all applications;
 - b) provided there is an applicant, select the teachers to be recommended sabbatical leave to a maximum of four (4) teachers; and
 - c) recommend not more than four (4) such leaves in a school year.
- 14.3** Applications from teachers must be in writing and delivered to the Director of Education not later than March 15 for a leave to be taken during the first half of the school year and not later than October 15 for a leave to be taken during the second half of the school year. Applications shall be accompanied by a statement of plans for the sabbatical leave.
- 14.4** All applicants shall be notified of the decision of the Board not later than April 15 in the case of a leave requested for the first half of the school year and not later than November 15 for a leave requested for the second half of the school year.
- 14.5** Sabbatical leave shall not constitute a break in tenure, but will not count as experience for increment purposes.
- 14.6** Following such leave, the teacher shall return to the employ of the Northwest School Division No. 203 for a period of at least two (2) years. The teacher agrees to be placed in any school in the division mutually agreed upon in writing prior to the granting of the leave.
- 14.7** In the event that the teacher fails to abide by any of the above conditions, the teacher shall refund the amount received.
- 14.8** In semestered schools, leaves are to coincide with school semesters.

15. Deferred Salary Leave Plan

15.1 Purpose

- 15.1.1** The purpose of a Deferred Salary Leave Plan is to provide a teacher with one (1) year leave of absence in conjunction with a period of continuous employment by the Northwest School Division No. 203.
- 15.1.2.** The terms of the Deferred Salary Leave Plan inclusive of service and leave are four (4) or five (5) years.

15.2 Eligibility

To qualify for a Deferred Salary Leave Plan, the teacher must have been on a continuous contract with the Northwest School Division No. 203 for a period of at least five (5) consecutive years immediately prior to entering the plan.

15.3 Application

15.3.1. To enter the plan the teacher shall make written application to the Director of Education not later than March 1 of the school year immediately preceding entry into the plan.

15.3.2. The director shall present the application to the Board, and the Board shall notify the teacher of its decision by March 30.

15.3.3. A maximum of four (4) teachers may enter the plan in any given year. In the event that more than four (4) teachers apply within the same year, the teachers with the greatest teaching seniority with the Northwest School Division shall have priority.

15.4 Criteria

15.4.1. Upon acceptance into the plan by the Board, the teacher shall arrange to have the deferred salary held in trust in an account specified to the school division Secretary-Treasurer. Deferred salary deductions shall be made monthly by the Secretary-Treasurer and deposited into the designated account.

15.4.2. The percentage of net annual professional salary deferred to the plan shall be 25% for four (4) year terms and 20% for five (5) year terms.

15.4.3. The teacher shall notify the Director of Education of their intention to take a Deferred Salary Leave Plan leave of absence by March 31 of the year in which the said leave is to begin.

15.4.4. Deferred Salary Leave Plan leave of absence shall be granted and shall be taken for the year immediately following the deferred period. The year of leave shall mean the twelve (12) month period commencing at the beginning of the school year and at no time shall the leave be less or greater than one (1) full year.

15.4.5. The manner of payment to the participant shall be in monthly installments approximately equal to 1/12 of the monies held in the

trust account and shall be paid out on the 22nd day of each month commencing in September in the year of the leave.

15.4.6. The teacher shall be free to pursue any activity desired during the Deferred Salary Leave Plan leave of absence.

15.4.7. On return from his/her leave of absence, the teacher must spend a minimum of one (1) school year in the employ of the Northwest School Division No. 203.

15.4.8. On return from his/her leave of absence, the teacher agrees to be placed in any school in the division mutually agreed upon in writing prior to the granting of the leave.

15.5 Options of Cancellation or Postponement

15.5.1. A teacher may discontinue the Deferred Salary Leave Plan by giving written notice to the Board no later than six (6) months prior to the scheduled date of the start of the leave. The amount of deferred salary accumulated shall be paid out to the teacher on the subsequent anniversary date.

15.5.2. In the event of the death of the teacher, the Board shall pay out the deferred salary amount to the teacher's estate within sixty (60) days of receiving the necessary clearances and proofs normally required for payment to estates.

15.5.3. In the event that employment of the teacher in the school division is terminated while the teacher is in the Deferred Salary Leave Plan, the statutory requirements shall prevail.

15.5.4. In the event of unforeseen circumstances which could prevent the teacher from taking the Deferred Salary Leave Plan leave of absence during the term of the plan, the said leave may be postponed for one (1) year by mutual agreement between the teacher and the Board.

15.6 General Provisions

15.6.1. No amendments shall be made to the Deferred Salary Leave Plan that will prejudice any tax ruling that was applicable to the plan prior to the amendment.

15.6.2. It is understood that Deferred Salary Leave Plan leave of absence is unassisted and that all costs of the leave are the teacher's responsibility.

16. Negotiation Leave

A teacher certified as a representative of the provincial and/or local bargaining committee shall suffer no loss in salary for time necessarily absent from the person's regular duties for the purpose of participating in negotiations, mediation, conciliation, and arbitration proceedings.

17. Executive Leave

Any teacher on the Executive of the North West Teachers' Association shall be granted upon request, leave of one (1) day per year and suffer no loss in salary or other benefits for time necessarily absent from their teaching duties. Reimbursement by the teachers' association for the substitute costs while the regular teacher is absent, shall be made upon request from the Board.

18. Salary for Substitute Teachers

18.1 Substitute teachers shall be paid \$200.00 for the first five (5) consecutive days.

18.2 Once service exceeds the five (5) consecutive days in the same position, the teacher shall be paid according to qualifications and experience, retroactive to the first day.

19. Retirement Gratuity

19.1 Teachers who have taught for the Northwest School Division No. 203 for a minimum of ten (10) years shall receive a retirement gratuity of \$2700.00. This service includes service in the previous Battle River, Paynton, Meadow Lake and Turtleford School Divisions and the Sub-Division of Glaslyn from the former Northern Lakes School Division.

19.2 Teachers from the former Battle River School Division, who are eligible for an Early Retirement allowance, will not be eligible for this Retirement Gratuity.

19.3 A teacher shall make application to the Board of Education at least six months prior to the date the teacher intends to commence retirement and no later than December 31 of the school year in which s/he intends to retire. This application shall be accompanied by a letter of resignation with an effective date to coincide with commencement of retirement.

20. Special Allowances

- 20.1** Consultants shall receive an allowance in addition to basic salary which shall be 10% of basic salary.
- 20.2** Effective date of ratification, Coordinators shall receive an allowance in addition to basic salary which shall be 15% in the first year and 20% in the second year, of basic salary.
- 20.3** The LINC Agreement shall be reopened at the request of either party to establish allowances for central staff administrators who may be in-scope and other personnel for whom this agreement has not made provisions.