

# **Local Collective Bargaining Agreement**

# Between

The Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

And

The Teachers of the Good Spirit School Division No. 204

Effective: August 24, 2006 to June 30, 2008

13689 (01)

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#### **GOOD SPIRIT SCHOOL DIVISION NO. 204**

LOCAL COLLEC BARG, AGREEMENT FOR TEACHERS

#### Between

**THE** BOARD OF EDUCATION **OF** THE GOOD SPIRIT SCHOOL DIVISION NO. **204 OF** SASKATCHEWAN (hereinafter called "The Board")

And

THE BARGAINING COMMITTEE APPOINTED **BY THE** TEACHERS OF THE GOOD SPIRIT **SCHOOL** DIVISION **NO. 204** OF SASKATCHEWAN (hereinafter called "The Teachers")

has been negotiated in accordance with *The Education Act, 1995* and shall be effective August 24, 2006 to June 30, 2008.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as given to them 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. The parties to this Agreement may by mutual consent revise any provision of this Agreement during the term of this Agreement.

## Section 1: Pay Periods & Deduction of Local Fees

#### 1.1 Payment of Teacher Salaries

- **1.1.1** Teachers shall have a choice **of** either ten (10) or twelve (12) pay periods per year.
- **1.1.2** The pay period chosen shall remain in effect for the following academic year and continue thereafter until changed in writing at the request of the teacher.
- **1.1.3** Teachers **shall** notify the director or designate in writing of their choice **of pay** periods prior to June **30 of** the year preceding change.
- 1.1.4 Teachers newly employed by the Board shall be given the option as outlined above. Each newly employed teacher shall make their option known at the time of signing their contract.
- 1.1.5 In the event a teacher **does** not notify the Board **of** their option, payment will be based on ten (10) pay periods.
- 1.1.6 Teachers shall be paid on the 28th day of the month by direct deposit to the teacher's financial institution. When the 28th of the month falls on a weekend, payment will be made on the previous Friday.
- 1.1.7 In December, teachers will be paid on the last teaching day of the month.
- 1.1.8 Teachers new to the profession may request and shall be granted an advance of five hundred dollars (\$500.00) of the monthly salary entitlement for the first month of employment with the Board. The request shall be submitted by September 1st and the cheque issued by September 15th.

## 1.2 <u>Deduction of Local Association Fees</u>

- 1.2.1 Every teacher who is now or hereafter becomes a member of the local association shall maintain membership in the local association as a condition of employment.
- 1.2.2 As a condition of employment, each teacher is required to pay association fees. The Board agrees to deduct fees from each employee's pay upon written notification from the Good Spirit Teachers' Association President. The total sum deducted shall be forwarded to the treasurer of the local association.

#### Section 2: Deferred Salary Plan

A deferred salary plan will be made available to all teachers in the division. Leave with deferred salary is subject to the following conditions:

- **2.1** The teacher must have completed **two (2)** years of teaching with the Board or predecessor Board **prior** to application.
- 2.2 A teacher, who makes application to defer salary, is required to defer salary for four (4) academic years with the leave to be taken during the fifth (5th) year.
- **2.3** To access the deferred salary, a teacher must request leave for a full academic year.
- 2.4 To enter the plan in the fall **of** a year, the teacher shall make application not later than September 15<sup>th</sup> **of** that year.
- 2.5 A teacher wishing to opt out of the plan may do so on agreement with the director at an annual review date of January 31st of each year following commencement of the plan.

#### **Section 3: Leave**

#### 3.1 Release Time for Elected Officials

- 3.1.1 The Good Spirit Teachers' Association shall be granted up to a maximum of 50 days' leave for each academic year to be used by elected officials for association work. It is understood that the Board will not be responsible for any costs associated with this leave.
- 3.1.2 A maximum of ten (10) days for any one executive member with no more than two (2) consecutive days in an academic year.
- 3.1.3 The Board will be reimbursed by Good Spirit Teachers' Association for substitute teacher costs incurred.

## 3.2 <u>Negotiation and Dispute Leave</u>

- 3.2.1 A teacher certified as a representative of the local negotiating committee shall suffer no loss in salary for time necessarily absent from his/her regular duties for the purpose of participation in negotiation, mediation, conciliation, arbitration, and appeal proceedings. The Board agrees to cover the cost of substitute teacher salaries.
- 3.2.2 To recognize preparation, each teacher certified as a representative of the local negotiating committee shall be granted up to four (4) days of leave with pay in a negotiation year, The Board and the local association agree that the cost of substitute teacher salaries will be shared equally by the Board and the Good Spirit Teachers' Association.

#### 3.3 Compassionate Leave

- **3.3.1** A teacher shall **be** granted compassionate leave **with** pay **for** up to five **(5)** consecutive teaching days per **occasion** in the event of a serious illness and/or death in the immediatefamily.
- **3.3.2** For the purpose of this section, immediate family is defined as spouse, commonlaw spouse, mother, father, brother, sister, child, ward, in-laws, grandchild, grandparent, uncle, aunt, niece, and nephew.
- **3.3.3** The director **or** designate, at their discretion, may grant compassionate leave in excess **of five** (5) days and **in** instances other than the immediate family.

#### 3.4 Curriculum Leave

**3.4.1** Any teacher who *is* a member of a provincial curriculum development committee shall be granted leave with pay to attend meetings of the committee.

#### 3.5 Education Leave

For the purpose of this section, Education Leave is defined as a leave in which a teacher desires to pursue studies, or to undertake training or other activities from a recognized post-secondary institution, in order to expand or improve his/her professional qualifications.

- **3.5.1** The director may grant Education Leave to a teacher and, if granted, the following shall apply:
  - **3.5.1.1** Leave of absence for any period of time up to fourteen (14) months may be granted for the purpose of improving the qualifications of a teacher.
  - **3.5.1.2** For approved leaves, the Board will assist the teacher by providing 66% of the basic salary of the teacher at the time the award is granted.
  - 3.5.1.3 To qualify, a teacher must have at least four (4) years' consecutive service or equivalent with the Board or predecessor Board.
  - 3.5.1.4 While on leave, the teacher will undertake a course of study that has been approved by the Director of Education.
  - 3.5.1.5 Should the teacher fail to successfully complete the program, approved as a condition of leave, the teacher shall undertake to refund the award within two (2) years following the date of his/her return to the school system together with interest at the preferred lending rate prevailing at the date of the award. Notwithstandingthe above, the Board may at its

discretion waive **compliance** on the **part of** the teacher in whole or in part.

- 3.5.1.6 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 on his/her part, agrees to refund the money awarded to him/her together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. Notwithstanding the above, the Board may at its discretion waive compliance on the part of the teacher in whole or in part.
- 3.5.1.7 In **the** event the teacher should die or become disabled from teaching while **on** leave of absence or during the period of **committed service**, there shall be no legal liability on any person or estate for refund **of** the award in whole or in part. The director may require a medical certificate for a disability if deemed necessary.
- 3.5.1.a Except in the case of short-term leaves, a teacher shall apply to the director for Education Leave not later than five (5)months prior to the commencement date of the leave but no later than March 31st of a school year. The director or designate shall notify the teacher of their decision within six (6) weeks of the final date of application. Upon request, applicants will be informed of the specific criteria used in reaching the decision.
- **3.5.1.9** The teacher, upon his/her return to the school system, shall return to a position comparable *to* that held prior to the award or to a subsequent mutually agreed upon position.
- **3.5.1.10** In the event that the teacher's position is declared redundant, there shall be no requirement to repay the award.

## 3.6 Sabbatical Leave

For the purpose of this section, Sabbatical Leave is defined as a leave free from all teaching and administrative duties to gain educational and life experience.

- 3.6.1 The director may grant Sabbatical Leave to a teacher, and if granted, the following shall apply:
  - 3.6.1.1 Leave of absence for any period of time up to fourteen (14)months may be granted for the purpose of improving the qualifications of a teacher.
  - 3.6.1.2 For approved leaves, the Board will assist the teacher by providing 51% of the basic salary of the teacher at the time the award is granted.

- **3.6.1.3 To** qualify, a teacher must have at least four **(4)** years' consecutive **service**  $\alpha$  equivalent with the Board or predecessor **Board**.
- 3.6.1.4 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 on his/her part, agrees to refund the money awarded to him/her together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. Notwithstanding the above, the Board may at its discretion waive compliance on the part of the teacher in whole or in part.
- 3.6.1.5 In the event the teacher should die or become disabled from teaching while on leave of absence or during the period of committed service, there shall be no legal liability on any person or estate for refund of the award in whole or in part. The director may require a medical certificate for a disability if deemed necessary.
- 3.6.1.6 Except in the case of short-term leaves, a teacher shall apply to the director for Sabbatical Leave not later than five (5) months prior to the commencement date of the leave but no later than March 31st of a school year. The Director or designate shall notify the teacher of their decision within six (6) weeks of the final date of application. Upon request, applicants will be informed of the specific criteria used in reaching the decision.
- 3.6.1.7 The teacher, upon his/her return to the school system, shall return to a position comparable to that held prior to the award or to a subsequent mutually agreed upon position
- 3.6.1.8 In the event that the teacher's position is declared redundant, there shall be no requirement to repay the award.

## 3.7 <u>Personal Leave</u>

- 3.7.1 A teacher shall be granted leave with pay to a maximum of five (5) teaching days in any one (1) academic year for one or more of the following reasons:
- 3.7.2 Up to a maximum of one (1) teaching day per instance for any of the following:
  - 3.7.2.1 To attend secondary graduation or post-secondary convocation of self, child, or spouse.

- **3.7.2.2** To attend **functions** of voluntary community organizations if **he/she is an** officer of such **an** organization on a level at least one higher than the local organization.
- **3.7.2.3 To** attend to duties as an official delegate (beyond the local meeting) arising from membership **of** a local government board.
- **3.7.2.4** To **serve** as an active pallbearer, musician, soloist, reader, or communion **server** at a **funeral**.
- 3.7.2.5 In the instance a teacher is stranded from his/her work due to impassable at extremely hazardous roads. The number of such days in any one (1) academic year shall not exceed two (2).
- **3.7.2.6 To** enable a male teacher to attend **the** birth of his child **and/or** bring the newborn child home from the hospital.
- **3.7.2.7** To enable a teacher to be present when a child becomes available **for** their adoption.
- 3.7.2.8 To attend non-routine medical or dental appointments or medical referrals to specialists for a spouse, child, ward, parent, or parent-in-law.
- 3.7.3 Up to a maximum of three (3) consecutive teaching days for the following:
  - 3.7.3.1 To attend an emergency, accident, sickness, or serious illness involving a spouse, child, ward, parent, or parent-in-law.
- 3.7.4 The director, at his/her discretion, may grant a teacher a leave of absence with or without pay.

## 3.8 Maternity, Parental, and Adoption Leave

- 3.8.1 A teacher shall be entitled to maternity, parental, and adoption leave in accordance with *The Labour StandardsAct* of the Province of Saskatchewan.
- 3.8.2 The director may grant unpaid leaves for such longer periods of time as may be mutually agreed upon by the teacher and the director.

# <u>Section 4: Earned Days Off: Noon Period Travel, Noon Supervision, and Extra-Curricular Supervision</u>

For the purpose of this section, teachers may accumulate Earned Days Off for noon period travel, noon supetvision, and extra-curricular supervision. Teachers have the choice of time in lieu or pay out. A maximum of three (3) Earned Days Off may be taken as time in lieu per academic year. Days in excess of three (3), or those days not taken, will be paid out. If the days are to be requested consecutively, they must be approved by the director or designate.

### **4.1** Recognition of Noon Period Travel

- **4.1.1** For the purpose **of** this section, noon period travel **shall** mean a teacher who **is** required to travel between communities over the noon hour for **work-related** purposes and does not receive **a** duty free lunch period.
- **4.1.2** Travel time is **tracked** in minutes.
- **4.1.3** Teachers who travel during the noon period will be granted Earned Days **Off** in accordance **with** the following:
  - 4.1.3.1 One half (112) Earned Day Off, will be granted to a teacher for every six(6) hours the teacher is required to travel during the noon period between communities.
  - 4.1.3.2 All Earned Days Off shall be taken during the academic year in which they have been accumulated.
  - 4.1.3.3 Earned Days Off must be arranged prior to June 1st of the year they were earned and shall be granted pending the approval **of** the principal of the teacher's school.
  - 4.1.3.4 Any payout of the three (3) days earned shall be paid at the teacher's class and step. Each additional hour shall be paid out at the rate of 1/12 of the daily rate of the minimum of Class IV.

## 4.2 Noon Supervision

- 4.2.1 For the purpose of this section, noon supervision shall mean approved supervision during the lunch period.
- 4.2.2 Supervision time is tracked in minutes.
- 4.2.3 A teacher volunteering to provide noon hour supervision shall declare his/her intention by June 10<sup>th</sup> of the preceding school year. In the case of a teacher new to the division, the teacher shall declare his/her intent with respect to the above on the first day of the school year.

- **4.2.4** Earned Days **GE** shall be granted in accordance **with** the following:
  - **4.2.4.1** One half (112) Earned Day Off will be granted to a teacher for every six (6) hours of noon hour supervision performed.
  - **4.2.4.2** All Earned Days **GE** shall **be** taken during the academic year **in** which they have been accumulated.
  - **4.2.4.3** Earned Days Off must **be** arranged prior to June **1st of** the year they were earned and shall be granted pending the approval **of** the principal **of** the teacher's **school**.
  - **4.2.4.4** Any payout **of** the three (3) days earned shall be paid at the teacher's class and step. Each additional hour shall be **paid** out at the rate of **1/12 of** the daily rate of the minimum **of** Class **IV**.

#### 4.3 Extra-Curricular Supervision

- 4.3.1 For the purpose of this section, extra-curricular shall be defined as the time spent supervising a principal-approved extra-curricular activity with students outside of regular school hours.
- 4.3.2 Teachers who volunteer to provide extra-curricular supervision will be granted Earned Days Off in accordance with the following:
  - 4.3.2.1 One half (1/2) Earned Day Off, will be granted to a teacher for every thirty (30) hours of extra-curricular supervision performed up to a maximum of one hundred eighty (180) hours. Hours in excess of one hundred eighty (180) will not be compensated.
  - 4.3.2.2 All Earned Days Off shall be taken during the academic year in which they have been accumulated.
  - 4.3.2.3 Earned Days Off must be arranged prior to June 1st of the year they were earned and shall be granted pending the approval **of** the principal of the teacher's school.
  - 4.3.2.4 Any payout **of** the three (3) days earned shall be paid at the teacher's class and step.

## Section 5: Staff Meeting Release Time

5.1 In order to facilitate adequate time for school staff meetings, the Board shall permit schools to dismiss students one hour earlier than normal dismissal per month. In order to ensure transportation services continue to operate most efficiently, these dismissals shall apply to all schools on the same day.

### Section 6: Reimbursement of Expenses

**6.1** Reimbursement of teacher out-of-pocket expenses **is to** be handled at a **school-based** level with decentralized budgets.

## n 7: Profe ment

#### 7.1 Individual

- **7.1.1** The Board shall allocate a **portion of** the budget to fund professional development **activities**. These funds will be provided to schools through the decentralized budget based **on** the following **formula**.
  - a) Two **(2) conference** days for each full-time teacher equivalent exclusive **of** administrative positions.
  - b) Three (3) conference days per administrator.
- 7.1.2 Principals shall establish an in-school professional development group to develop procedures on how the decentralized portion of professional development will be administered and to grant professional development leaves as needs of the school dictate.
- 7.1.3 The formula will allocate \$180 per conference day.

## 7.2 Association Days

7.2.1 For the purpose **of** this section, it is agreed that the Board and the Good Spirit Teachers' Association will jointly plan and fund **two (2)** association days per academic year that focus on curriculum and professional development needs **of** the division. This shall include one half (1/2) day devoted to a Good Spirit Teachers' Association business meeting.

## 7.3 Board Directed Training

7.3.1 When the Board requires a teacher to attend a professional development session, all expenses are to be covered by the Board and will have no impact on individual professional development funds.

### **Section 8: Bursaries**

8.1 The Board shall establish a bursary fund in the minimum amount of \$15,000 per academic year and this fund shall be used for the purpose of improving professional qualifications of its teaching staff.

- **8.2** The fund will be allocated to cover tuition and administration fees of an approved post-secondary course **and/or** a SaskatchewanTeachers' Federation short course.
- **8.3** If **additional** grants are available for a prescribed course, costs above tuition and administration fees may be covered.
- **8.4** The fund shall be set up on the Board's budget year with no **accumulation** or carry-over of funds,
- **8.5** To qualify for an award, a teacher must have completed one (1) year of teaching **service** with the Board or predecessor Board prior to commencement of the program or course.
- **8.6** Applications shall be made to the director at the time of registration for the course.
- **8.7** Payments for successful **completion** of approved **course(s)** shall be made upon sufficient **proof** of completion.
- 8.8 The teacher shall undertake in writing to return to the employ of the Board for at least one (1) year immediately following the completion of the program or course. Notwithstandingthe above, the Board may at its discretion waive compliance on the part of the teacher in whole or in part.

## Section 9: Department Head Allowance

- **9.1** Teachers designated by the director or designate as department heads shall be compensated in the form of appropriate release time per semester.
- 9.2 Department heads shall receive one (1) period of release time per day per semester.

## Section 10: PreparationTime

10.1 It is recognized that preparation time is important and valued in the school environment. The director, in collaboration with the president of the Good Spirit Teachers' Association, will establish a committee to investigate and develop a division-wide approach to preparation time.

## Section 11: Transition to Retirement

- 11.1 This program is strictly voluntary to teachers who have attained superannuation eligibility.
- 11.2 If a teacher is eligible and wishes to participate, the teacher must provide a letter of resignation to the director at least three (3) weeks in advance of the requested date of superannuation. The superannuation date chosen must also coincide with the last

- teaching day of the month in which the superannuation will occur. The date of superannuation will be in the months of September to April inclusive.
- 11.3 The teacher applying **for this** program will receive a **one-time** temporary contract from **the** beginning **of** the month following the resignation to June 30<sup>th</sup> **of** that year.

#### Section 12: Special Allowances

Each program consultant appointed by the director shall receive the following allowance.

#### 12.1 Tier One

**12.1.1 0.15** times current class, step, and FTE percentage for consultants with supervisory and hiring responsibilities such as Network Coordinators and Student Services Coordinators.

#### 12.2 Tier Two

**12.2.1 0.075** times current class, step, and FTE percentage for consultants with no supervisory responsibility such as Educational Technology Consultants and Speech and Language Pathologists.

## Section 13: Substitute Teachers' Salary

- 13.1 Substitute teachers shall be paid at a daily rate of one /number of days of the school year of the minimum annual rate of pay in the class that his/her certification entitles him/her on the current salary schedule in effect at the time of substituting.
- 13.2 Commencing on the sixth (6) consecutive day of substitute teaching for the same teacher, the substitute teacher shall be paid as per the Provincial Collective Bargaining Agreement (class and experience).
- 13.3 Scheduling of substitute teachers will be balanced between teachers with varying levels of experience including superannuates.
- 13.4 Superannuated teachers shall not be scheduled to substitute for more than forty (40) days in a school year, except in extenuating circumstances.

#### Section 14: Vacancies

14.1 A notice of all vacant administrative, consultant, and teaching positions covered by this Agreement shall be sent to each school principal for posting in the staff room.

### **Section 15: Transfers**

- **15.1** A consultative process between the Director **or** designate and teacher will occur with regard **to** transfers.
- **15.2** When a teacher is requested by the Board **to** transfer, fair compensation will be available for reasonable and necessary moving **costs**.

#### **Section 16: Policy Advisory Committee**

**16.1** When a review **of** administrative procedures and board policy occurs, the director shall solicit input from the *Good* Spirit Teachers' Association.

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- 17.1 Grievance is defined as a complaint involving the alleged violation, misinterpretation, or misapplication of a written provision of this Agreement.
- 17.2 When a teacher has a grievance or cornplaint with respect to a specific section or article of this Agreement, he/she shall refer it to the chairperson **of** the Local Teacher's Negotiation Committee within sixty (60) calendar days of the alleged infraction.
- 17.3 The chairperson of the Local Teacher's Negotiation Committee, upon receipt of the written notice of a grievance, shall contact the director within three (3) teaching days and arrange **to** resolve the grievance.
- 17.4 **f** within fifteen (15) teaching days the respective committees have not resolved the grievance, it shall be referred to the arbitration process as set out in *The Education Act*, 1995.
- 17.5 Grievances initiated by the Board shall be dealt with in accordance with *The Education Act, 1995.*
- 17.6 Time limits may be extended by mutual agreement of the parties.

## Section 18: Review Clause

18.1 The parties agree to meet each April for an annual review of the contract or upon written request to either party with thirty (30) days' notice to discuss issue(s) that may arise from this contract.

IN WITNESS WHEREOF of the said parties have hereunto affixed their signatures this 28 day of september 2006.

Signed on behalf of the Teachers of the Good  Jana Thomas Chairperson  Sheila Ivanochko Teacher Representative  Rick Heise Teacher Representative  Jean Knoll Teacher Representative	Ron LutzRepresentative  Penny Olafson Teacher Representative  Judy Espeseth Teacher Representative
SIGNED on behalf of the Board of Education of Saskatchewan  Dwayne Reeve Director of Education  Sherry Todosichuk Superintendent of Business Administration	the Good Spirit School Division No. 204 of  Lois Smandych Board Trustee  Heather Strykowski Board Trustee

Human Resource Manager

# LETTER OF UNDERSTANDING

Between

The Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

And

The Teachers of the Good Spirit School Division No. 204

Re: Retirement Incentive

The parties agree that:

For the 2006-2007 academic year, the following predecessor board policies and motion shall remain **in** effect for teachers employed in the schools of those predecessor Boards:

- 1. Yorkton School Division No. 93, CODE: GCPD CATEGORY: Retirement incentive
- 2. Yorkton Regional High School Board, CODE: GCPD CATEGORY Retirement Incentive
- 3. Kamsack School Division#35, POLICY CODE: GBI: RetirementIncentive/Gratuity
- 4. Crystal Lakes School Division No, 120, Board Motion dated November 27, 2001, 01-11-79, **THAT** the Board approves **a** \$1,000 recognition for teachers with a minimum of five years of service with the school division that proved written notice, prior to February 1st, of their intent to resign effective June 30th of the same school year.

Signed this 28 day of September 2006.

Signed on behalf of the Teachers employed by the Good Spirit School Division No. 204

Signed on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

# LETTER OF UNDERSTANDING

Between

The Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

And

The Teachers of the Good Spirit School Division No. 204

Re: Earned Days Off

The parties agree that:

All Earned Days Off carried forth **by** teachers from the predecessor school divisions shall be honoured **and** shall be used during the 2006-2007 academic year.

Signed this 28 day of September 2006.

Signed on behalf of the Teachers employed by the Good Spirit School Division No. 204

Signed on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

# LETTER OF UNDERSTANDING

Between

The Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

And

The Teachers of the Good Spirit School Division No. 204

Re: Early Dismissal

The parties agree that:

For the 2006-2007 academic year, schools in the predecessor Potashville School Division are grandfathered and shall permit schools to dismiss students at noon eight (8) times during the academic year. In order to ensure transportation services continue to operate most efficiently, these dismissals shall apply to all schools on the same day as all other schools in the Good Spirit School Division.

Signed this 28 day of September 2006.

Signed on behalf of the Teachers employed by the Good Spirit School Division No. 204

Signed on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

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