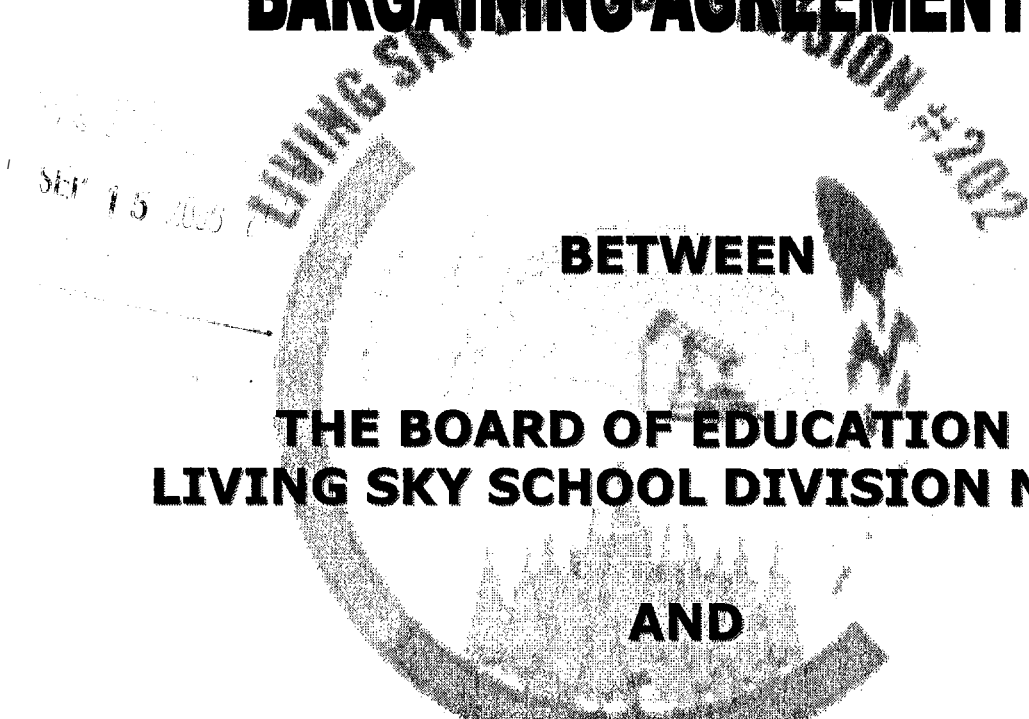


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**July 1, 2006 - June 30, 2009**

**LOCAL COLLECTIVE**

**BARGAINING AGREEMENT**



**BETWEEN**

**THE BOARD OF EDUCATION OF  
LIVING SKY SCHOOL DIVISION NO. 202**

**AND**

**THE TEACHERS' LOCAL IMPLEMENTATION  
AND NEGOTIATION COMMITTEE**

13690(01)

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## **SECTION 1 - TERM OF AGREEMENT**

- 1.1 This Agreement shall be effective from July 1, 2006, to June 30, 2009 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.

## **SECTION 2 - METHOD OF PAYMENT**

- 2.1 Teachers shall have their salaries determined and paid monthly on a twelve (12) month basis, except:
  - (a) Teachers who begin employment during the school year shall have their salaries determined and paid on a ten month basis; or,
  - (b) Where a teacher submits a request on the prescribed form to the Superintendent of Human Resources to be paid on a (10) month basis. Notice of such request shall be given by September 10th and shall come into effect on September 1st for a period of not less than one (1) school year.
- 2.2 Payday shall be on the twenty-fifth (25th) day of each month or the Friday preceding the twenty-fifth (25th) if that day falls on a weekend or holiday. In December, the salary shall be paid on the last school day.
- 2.3 Upon written request to the Superintendent of Human Resources by September 1, a teacher new to the Living Sky School Division No. 202 shall be given an advance of up to fifty percent (50%) of his/her monthly salary payable on September 10. This advance shall be repaid as a deduction from the first monthly cheque in September.
- 2.4 The method of payment shall be by direct electronic deposit into the teacher's account.

## **SECTION 3 - TEACHER UNION FEES**

- 3.1 One-half (1/2) of the annual levy for the Living Sky Teacher Association fees shall be deducted from each teacher's October and November pay cheques. This amount shall be prorated for part time staff based on FTE equivalency as follows:  
Less than 10% - No. of days worked/197 x annual fee  
10% or more but less than 45% - ½ the annual fee  
The annual levy amount will be submitted in writing by the Teacher Association President to the Superintendent of Human Resources by October 10.

#### **SECTION 4 - SALARIES OF SUBSTITUTE TEACHERS**

- 4.1 The daily salary for a substitute teacher shall be the daily rate of the minimum annual salary, based on the teacher's class, in accordance with the Provincial Collective Agreement.
- 4.2 Beginning with the sixth (6th) consecutive instructional day in the same teaching position, the substitute teacher shall be paid a daily rate of the annual salary, based on the teacher's qualifications and experience, in accordance with the Provincial Collective Bargaining Agreement.
- 4.3 This Section shall be effective the first day of the payroll-reporting period for substitute teachers following the date of signing of this Agreement.

#### **SECTION 5 - EMPLOYMENT INSURANCE REBATE**

- 5.1 Pursuant to the provisions of The Employment Insurance Act, 1996, the Board shall submit to the Teachers Association as soon as possible after January 31st, an amount equal to five twelfths (5/12) of the premium reduction it obtained on behalf of the teachers in its employ.

#### **SECTION 6 - ADMINISTRATION LEAVE**

- 6.1 In recognition of time spent preparing for the commencement and conclusion of the school year, the Board shall provide school administrators time off with pay during the school year as follows:

Schools with three or fewer teachers	1/2 day per school
N. B. Comp. High School (grandfathered)	12 days per school
All other schools	2 days per school
- 6.2 Leave under the provisions of this Section shall be subject to the following conditions:
  - (a) Notification for leave shall be submitted to the Director of Education or designate in advance;
  - (b) Administration leave days are taken at the discretion of the Administrator provided there is no adverse affect on their school;
  - (c) Leave under this provision shall not be cumulative.

## **SECTION 7 - SUPERVISORY LEAVE**

- 7.1 In recognition of voluntary supervisory services being noon hour and/or extra-curricular supervision, leave with pay to a maximum of two (2) days in a given school year shall be granted to teachers providing these services. It is understood that extracurricular activities take place outside the regular school hours (9:00 a.m. – noon and 1:00 – 3:30 p.m.). Each school's teaching staff will endeavor to balance the provision of noon hour and extra curricular supervision while respecting that this is a voluntary service.
- 7.2 Part time teachers employed under a regular contract shall be entitled to earn supervisory leave with pay on a pro-rata basis.
- 7.3 Teachers volunteering to provide noon hour supervision may choose to receive an honorarium of Twelve Dollars And Fifty Cents (\$12.50) per person per noon supervision or receive the supervisory leave days. The teacher shall notify the principal at the beginning of the school year their preferred option for the upcoming school year.
- 7.4 An honorarium fund shall be established for teachers providing noon hour supervision who choose the payment option.
- 7.5 A teacher may carry over from one school year to another a maximum of five (5) unused supervisory leave days.
- 7.6
  - (a) A teacher shall be eligible to use a maximum of five (5) days of supervisory leave in a given school year.
  - (b) Teachers who have accumulated banked Supervisory leave days under previous local contracts shall use that time in accordance with the Letter of Understanding attached to this agreement.
- 7.7 Any teacher who has not previously applied for or used their supervisory leave days, may make application in writing to the Superintendent of Human Resources prior to June 16<sup>th</sup> to receive pay for a maximum of two (2) days per year. Payment shall be made on the final June pay cheque at the daily salary of the minimum of Class IV in accordance with the Provincial Collective Bargaining Agreement.
- 7.8 Principals shall be responsible for recording, approving and scheduling supervisory leave on the standardized form. Each year in June, the principal shall submit an annual report to the Superintendent of Human Resources regarding the status of supervisory leave in the school.
- 7.9 Before applying for leave beyond what is provided for in contract or policy (may or shall clauses), teachers shall use supervisory leave days as the first recourse.

## **SECTION 8 - SPECIAL LEAVE**

- 8.1 Without restricting the reasons in which leaves may be granted, a teacher may be granted leave with full salary in respect of the following upon application to the Superintendent of Human Resources to a maximum of 2 days per year.
- (a) For absence from work for events considered Acts of God.
  - (b) To attend cultural or athletic events at the provincial or national level.
  - (c) For First Responder situations at which the teacher's presence is required.
  - (d) To attend a secondary or post-secondary graduation ceremony involving self, spouse or child where travel is required.
  - (e) To act as an elected member of the executive of a subject council.
  - (f) To attend meetings of fiscal boards in which the teacher holds an elected or appointed 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.
- 8.2 All requests under Section 8 will be addressed on a case-by-case basis without precedent. Consultation and communication among the Superintendent of Human Resources, LINC Chairperson or designate, and the applicant to the leave will be initiated in unusual situations,

## **SECTION 9 - WELLNESS/PERSONAL LEAVE**

- 9.1 A teacher, upon request, shall be granted one (I) day per school year for Wellness Leave, which is not cumulative.
- 9.2 Wellness involves circumstances of a physical, mental, emotional, spiritual, and psychological nature.
- 9.3 A teacher, upon request, shall be granted one (I) day personal leave per year at 50% of their daily rate of pay.

## **SECTION 10 - COMPASSIONATE LEAVE**

- 10.1 When compassionate leave is required, the teacher shall make application to the principal which will include the member of the family or friend involved and the number of days requested. The principal shall have the discretion to determine the number of compassionate days granted to the teacher. In the case of the principal's need to be absent, the principal shall notify the Superintendent of Human Resources.

- 10.2 A teacher shall be granted leave with pay to a maximum of five (5) teaching days to attend to a serious illness and/or death in the immediate family of the teacher. For the purpose of this Subsection:
- (a) Immediate family is defined as spouse, father, mother, brother, sister, child, guardian, foster parent, foster child or parent-in-law; and,
  - (b) Serious illness is defined as a life-threatening or medical situation that has a significant element of anxiety, urgency or severity associated with it.
- 10.3 A teacher shall be granted leave with pay to a maximum of three (3) teaching days to attend to the serious illness and/or death of a relative who is not defined in Subsection 10.2 (a).
- 10.4 A teacher may be granted leave with pay to a maximum of one (1) teaching day to attend the funeral or memorial service of a close friend.
- 10.5 The Board, at its discretion, may grant compassionate leave other than that provided for in this Section and/or in excess of the number of days provided for in this Section.
- 10.6 Leave not exceeding three (3) days, per academic year, shall be granted for absence where no person other than the teacher can provide for the required medical needs of a family member being a parent, child, or spouse.

## **SECTION 11 - SABBATICAL LEAVE**

- 11.1 Leave up to fourteen (14) months may be granted by the Board for purposes other than attendance at an institute of higher learning with such remuneration as may be agreed upon.
- 11.2 Applications for such leave must be submitted not later than March 1st of the school year.
- 11.3 A teacher who is granted leave shall inform the Board of his or her intention to return to work or resign, by March 1st of the year in which the leave is taken.

## **SECTION 12 - UNPAID LEAVE OF ABSENCE**

- 12.1 After five (5) years in the employ of the Board a teacher shall be granted, on request, one (1) academic year of unpaid leave of absence for any reason, except employment as a teacher with another school system, provided, however, that such leave of absence does not affect the academic program of the school.

- 12.2 Such request for unpaid leave of absence shall be filed by April 1st. It would be the teacher's responsibility to contact the Board by March 1st of the following year regarding his or her intention to return.
- 12.3 Notwithstanding the above, the Board may grant, on request, unpaid leave of absence regardless of years of service or reason.
- 12.4 A leave of absence agreement shall be completed by the Board and the teacher setting forth conditions of the leave as well as any return requirements and commitments.

### **SECTION 13 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

- 13.1 Maternity, Parental and Adoption Leave without pay shall be granted in accordance with the current Labour Standards Act.
- 13.2 Upon written submission to the Superintendent of Human Resources, paternity leave of up to 2 days with pay shall be granted to a teacher to be in attendance at the birth of their child.
- 13.3 Upon written submission to the Superintendent of Human Resources, Adoption leave of up to two days with pay shall be granted to a teacher to accommodate the actual adoption of a child.

### **SECTION 14 - JUDICIAL LEAVE**

- 14.1 A teacher shall be granted leave of absence without loss of salary under the following provisions:
  - (a) Subpoenaed to appear as a witness or summoned as a juror before a court, judge, justice of the peace, magistrate or coroner.
  - (b) Required to appear as plaintiff or defendant in a court case arising from the performance of his or her professional duties.
  - (c) Remuneration awarded by the Court in addition to incurred expenses, shall be repaid to the Board. Remuneration in excess of the salary amount paid to the employee by the Board shall be retained by the employee.
  - (d) Leave that is taken pursuant to this Section shall be reported to the Director of Education or designate, in writing by the teacher once the subpoena or summons has been served.



## **SECTION 15 - NEGOTIATION LEAVE**

- 15.1 Teachers certified as representatives of the L.I.N. Committee shall suffer no loss in salary for time necessarily absent from regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings with the Board of Education.
- 15.2 The maximum number of L.I.N. Committee representatives participating in negotiations, mediation, conciliation and/or arbitration proceedings shall be eight (8).

## **SECTION 16 - TEACHER 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 teacher shall be reimbursed reasonable and necessary moving expenses incurred in the transfer. Such expenses shall be determined by the Board and the teacher prior to the transfer.

## **SECTION 17 - PROFESSIONAL DEVELOPMENT**

**Professional Development** may be broadly defined as any course, activity, and/or experience that enhance a teacher's qualifications, skills and/or abilities. Professional Development may include, but not be restricted to, taking academic classes, non-credit classes, and/or short courses; conducting research; attending conferences; visiting other schools and/or school systems; participating in workshops, including curriculum implementation and accreditation seminars, For the purposes of this contract the broad classification of Professional Development will be considered under the following headings: Professional Awards Committee; Bursaries; Institutional; Personal and School; and Educational Leave.

### **17.1 PROFESSIONAL AWARDS COMMITTEE**

- 17.1.1 The Director of Education or Superintendent of Human Resources shall call meetings of the Professional Awards Committee to make recommendations to the Board, concerning the allocation of bursaries and Educational Leave.
- 17.1.2 The Professional Awards Committee shall consist of the Teacher Association President, LINC Chairperson or designates, the Director of Education and/or the Superintendent of Human Resources.
- 17.1.3 The Professional Awards Committee shall include the following factors to make its recommendation:

- (a) the relationship between the request and the teaching duties;
- (b) the number of awards previously received by the applicant.

17.1.4 If there is consensus, the committee may recommend the prorating of all or some of the awards.

17.1.5 As soon as possible following the decision of the Board, the applicants shall be notified in writing.

## **17.2 BURSARIES**

17.2.1 The Board shall establish a Bursary Fund available to permanent teaching staff. The purpose is to reimburse tuition costs requested by the teacher for successful completion of credit classes, non-credit classes, and/or short courses taken outside the teacher's work day or school year assignment.

17.2.2 For each school year during the term of this agreement, a fund in the amount of \$30,000.00 shall be established.

17.2.3 The teacher shall make application through the Superintendent of Human Resources to the Professional Awards Committee.

17.2.4 Applications for bursaries may be made in advance of the commencement of the course or by June 1st and October 1st after completion of the course.

## **17.3 INSTITUTIONAL**

**Professional Development – Institutional** refers to courses, activities, workshops requested by the school division, and/or SaskLearning to increase the teacher's expertise in program delivery. Professional Development – Institutional shall be funded by the Board through Board policy. Should teachers wish to access this account in accordance with the description, application through the principal shall be made to Division Office.

## **17.4 PERSONAL AND SCHOOL**

For the purposes of this article the following definitions shall apply:

- 17.4.1
- (a) **Personal** - Short-term leave requested by the teacher for purposes of attending conventions, conferences, or subject council activities.
  - (b) **School** – Professional Development used to enhance or enable school initiatives.

- 17.4.2 Through the provision of a designated, decentralized Professional Development Fund, schools will plan the personal and school based activities for the school year within the parameters of the allocated funds. These shall be allocated at \$250.00 per FTE with unused funds carried over from year to year.
- 17.4.3 Teachers shall be reimbursed for professional development expenses at the Board of Education recognised rates for the following:
- (a) travel
  - (b) accommodation
  - (c) meals
  - (d) registration fees at actual
- 17.4.4 Professional development priorities in each school will be determined through a process that examines individual teacher plans, school plans and system needs.
- 17.4.5 It is recognized and understood that substitute costs are a real expense of providing professional development to teaching staff. Teachers appreciate the Board's support in providing for substitute costs outside of this clause.

## **17.5 EDUCATIONAL LEAVE**

- 17.5.1 For the purpose of this Article, Education Leave is medium or long term leave granted to a teacher to attend educational institutions to modify or improve academic qualifications.
- 17.5.2 An Educational Leave Fund at the rate of 75% of the maximum Class V salary shall be established.
- 17.5.3 When Long Term Leave is granted to a teacher for a term considered sufficient for the completion of a year of university education, from 6 to 14 consecutive months, the teacher shall undertake two (2) years of return service.
- 17.5.4 When Medium Term Leave is granted to a teacher for a term considered sufficient for the completion of one (1) semester of university education, up to six (6) consecutive months, the teacher shall undertake one (1) year of return service.
- 17.5.5 For either Long Term or Short Term approved leaves, the rate of pay during the leave shall be 75% of the teacher's annual salary.

17.5.6 A teacher shall apply for leave of absence under this Section no later than April 1st of the school year and prior to the commencement of leave. Applications shall be submitted through the Superintendent of Human Resources to the Awards Committee for consideration in accordance with Section 17.1. The teacher shall confirm acceptance or rejection of the leave within two weeks of being notified.

17.5.7 Conditions

The following conditions shall apply to leaves granted under this Section:

(a) Should the teacher fail to successfully complete the program approved, the teacher shall undertake to refund the full amount of payment made under this Section together with interest at the prime bank lending rate. The refund shall commence **no** more than one (1) year following the date of the teacher's return to the employ of the Board.

In the event of partial completion of the approved program, the refund by the teacher to the Board shall be proportionate to the degree of completion. Complete repayment shall be within three years of the teacher's return to service.

(b) Should the teacher fail to complete the return service, he or she shall refund the full amount of payments made to him or her together with interest at the prime bank lending rate. In the event there **is** partial completion regarding return service, the amount of the refund shall be determined on a pro rata basis. Complete repayment shall be within three (3) years of the termination of contract.

(c) Interest shall be calculated from the date of the last payment to the teacher.

(d) Should a teacher die or be disabled and unable to return to work while on leave of absence 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.

(e) Upon returning to teaching following a leave of absence, the teacher shall be placed in a position as may be agreed to prior to the leave unless otherwise provided in the written agreement executed under Subsection 17.4.7 (f).

- (f) When leave of absence is granted, the teacher and the Board shall enter into a written agreement incorporating the terms and conditions of the leave.

17.5.8 In the event that funds become available due to the withdrawal by a teacher from a previously accepted award, the question of reallocation of the available funds to previously approved recipients will be referred to the Awards Committee for a recommendation to the Board.

## **SECTION 18 – SPECIAL ALLOWANCES**

18.1 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 timetables as approved by the Director of Education. For in town travel in North Battleford, itinerant teachers shall be paid \$2.00 per day.

18.2 Consultant or Supervisor – A teacher required to perform supervisory and/or consultative duties shall receive an allowance calculated as follows:

- (a) 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, Step two (2);
- (b) With 1 year of experience in the capacity described, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step four (4);
- (c) With 2 years experience in such a capacity, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step six (6);
- (d) With 3 years of experience in such a capacity, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step eight (8);
- (e) With 4 or more years of supervisory or consultative experience, ten (10%) percent of the salary payable to a Class IV (4) teacher, Step(10).

18.3 (a) Teachers or Consultants who are required to travel during the school day to perform their duties shall be paid a travel allowance at the Board of Education recognized rates. This clause shall not apply to staff who apply to work at more than one school.

- (b) It is understood that where any teacher or consultant is in receipt of travel allowance on December 31<sup>st</sup>, 1993 that is greater than would be generated pursuant to the Board policy, the teacher or consultant shall continue to receive the greater travel allowance, If the duties of the teacher or consultant are subsequently changed by the Board, or if the teacher or consultant leaves the employ of the Board, the Board policy shall apply.

#### 18.4 Cafeteria Management Allowance

If a teacher is designated as cafeteria manager, he/she shall receive an additional allowance at ten (10%) percent of the salary payable to a Class III (3) teacher, Step two (2).

### **SECTION 19 - PREPARATION TIME**

- 19.1 For the purpose of this Section, preparation time is defined as regular, unassigned time within the school day (as defined by The Education Ad, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students. The definition of preparation time excludes time allotted for professional development meetings and activities, and special events involving school visitors.
- 19.2 The Board shall endeavour to provide preparation time through Board policy. The current Battlefords School Division No. 118 Policy 6090 Teacher Preparation Time is attached to this Agreement.
- 19.3 Changes to this policy must have the agreement of both the Board and Teachers.

### **SECTION 20 – JOB POSTING**

- 20.1 Each vacant teaching position shall be posted in all schools within the Division and Central Office. The posting shall include a brief description of the vacancy as well as the closing date for applications.
  - (a) Principals shall be responsible for posting the notices in a suitable location within the school.
  - (b) For posting purposes, a vacancy is considered to be the position open after the process of internal reassignments at the school level, reassignments due to teacher transfers or returns from leaves, and in the event of teacher placement due to school closures.
- 20.2 In special circumstances a waiver of posting may be requested from the L.I.N.C. Chairperson or designate.

## **SECTION 21 – GRIEVANCE/ARBITRATION PROCEDURES**

### 21.1 DEFINITION

A grievance shall be defined as any difference arising out of the interpretation or application of this agreement.

### 21.2 PROCEDURE

The procedure for the resolution of all grievances shall be as follows:

#### (a) Step 1

- i. The teacher or teachers concerned shall first endeavour to settle grievances with the individual responsible for the decision at a meeting to be held at a mutually agreed time and place.
- ii. Each party may be accompanied or represented by a person of their choice. The parties shall discuss the grievance, receive an explanation of the decision and attempt to resolve the dispute.

#### (b) Step 2

- i. If the grievance is not resolved in Step 1, the teacher shall refer the matter to the L.I.N.C. Chairperson or designate within five (5) working days following Step 1.
- ii. If the L.I.N.C. Chairperson deems it advisable, he or she shall file a written statement with the Director of Education or designate within five (5) working days, identifying the offended Section(s), describing the grievance and expressing the remedy sought on the matter.
- iii. The Director of Education or designate, shall render a written decision and shall notify the teacher and the L.I.N.C. Chairperson within five (5) working days of receipt of the grievance.

#### (c) Step 3

- i. Failing agreement under Step 2, the L.I.N.C. Chairperson may make a written application for a hearing to the Board within five (5) working days of receipt of the decision by the Director of Education or designate.
- ii. A hearing shall occur at the next regular meeting of the Board, where at least five (5) working days exist, following receipt of the application.

iii. The Board shall send its decision in writing, to the teacher and the L.I.N.C. Chairperson within five (5) working days of the hearing.

(d) Step 4

i. Grievances which cannot be resolved through the above process may be referred to arbitration, under the provisions of The Education Act, 1995.



SIGNED at North Battleford, Saskatchewan, this \_\_\_\_\_  
day of April, 2006

**SIGNED on behalf of  
the  
BOARD OF EDUCATION  
OF LIVING SKY  
SCHOOL DIVISION NO. 202**

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**SIGNED on behalf  
the  
TEACHERS' LOCAL  
IMPLEMENTATION AND  
NEGOTIATION COMMITTEE**

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## Letter of Understanding **Administration Leave**

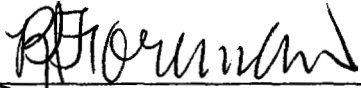
The Interest Based Negotiations (IBN) Committee of the Living Sky School Division No. 202 invites the Division Administration Council to review the Administrative Leave sections of the current LINC agreements and make recommendations for change to the committee, in writing, in preparation for the next round of negotiations.

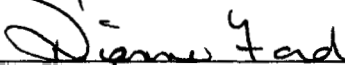
Issues for consideration include, but are not limited to:

- description of rationale for the provision of Administrative Leave;
- possible inequities in the allocation of leave between schools;
- inclusion of the term 'designate' in a statement describing eligibility for usage.


It is understood that the current clause (included below) will remain in effect until the next round of negotiations.


Signed  
**Board of Education Representatives**

  
\_\_\_\_\_

  
\_\_\_\_\_

**LINC Representatives**

  
\_\_\_\_\_

  
\_\_\_\_\_

### **Section 6 - ADMINISTRATION LEAVE**

6.1 In recognition of time spent preparing for the commencement and conclusion of the school year, the Board shall provide school administrators time off with pay during the school year as follows:

- Schools with three or fewer teachers            1/2 day per school
- N. B. Comp. High School (grandfathered)    12 days per school
- All other schools    2 days per school

6.2 Leave under the provisions of this Section shall be subject to the following conditions:

- (a) Notification for leave shall be submitted the Director of Education or designate in advance;
- (b) Administration leave days are taken at the discretion of the Administrator provided there is no adverse effect on their school;
- (c) Leave under this provision shall not be cumulative.



## Letter of Understanding

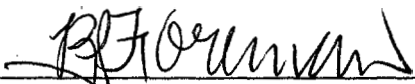
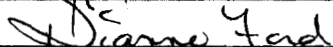
### **Supervisory Leave**

The Interest Based Negotiations (IBN) Committee of the Living Sky School Division No. 202 recognizes that prior to amalgamation on January 1, 2006, staff from legacy school divisions may have in excess of the five (5) maximum number of days banked. It is agreed that by the expiration of the term of this LINC Agreement, the number of banked days for each staff member shall not exceed five (5) days, being the limit set by this agreement.

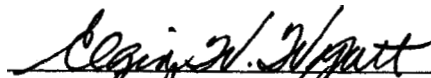
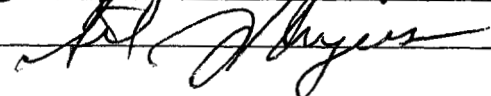
In an effort to facilitate staff utilizing their excess banked days prior to the expiration of this agreement, the annual maximum number of days allowed to be used in a given school year shall be waived.

It is understood that at the expiration of this agreement supervisory leave banked days in excess of five (5) shall not be recognized.

Signed  
**Board of Education Representatives**

  
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**LINC Representatives**

  
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### **SECTION 7 - SUPERVISORY LEAVE**

- 7.1 In recognition of voluntary supervisory services being noon hour and/or extra-curricular supervision, leave with pay to a maximum of two (2) days in a given school year shall be granted to teachers providing these services. It is understood that extracurricular activities take place outside the regular school hours (9:00 a.m. - noon and 1:00 - 3:30 p.m.). Each school's teaching staff will endeavor to balance the provision of noon hour and extra curricular supervision while respecting that this is a voluntary service.
- 7.2 Part time teachers employed under a regular contract shall be entitled to earn supervisory leave with pay on a pro-rata basis.
- 7.3 Teachers volunteering to provide noon hour supervision may choose to receive an honorarium of Twelve Dollars And Fifty Cents (\$12.50) per person per noon supervision or receive the supervisory leave days. The teacher shall notify the principal at the beginning of the school year their preferred option for the upcoming school year.
- 7.4 An honorarium fund shall be established for teachers providing noon hour supervision who choose the payment option.
- 7.5 A teacher may carry over from one school year to another a maximum of five (5) unused supervisory leave days.
- 7.6
  - (a) A teacher shall be eligible to use a maximum of five (5) days of supervisory leave in a given school year.
  - (b) Teachers who have accumulated banked supervisory leave days under previous local contracts shall use that time in accordance with the Letter of Understanding attached to this agreement.

- 7.7 Any teacher who has not previously applied for or used their supervisory leave days, may make application in writing to the Superintendent of Human Resources prior to June 16<sup>th</sup> to receive pay for a maximum of two (2) days per year. Payment shall be made on the final June pay cheque at the daily salary of the minimum of Class IV in accordance with the Provincial Collective Bargaining Agreement.
- 7.8 Principals shall be responsible for recording, approving and scheduling supervisor/ leave on the standardized form. Each year in June, the principal shall submit an annual report to the Superintendent of Human Resources regarding the status of supervisory leave in the school.
- 7.9 Before applying for leave beyond what is provided for in contract or policy (may or shall clauses), teachers shall use supervisory leave days as the first recourse.



## Letter of Understanding


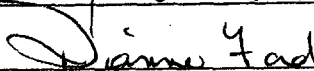
### Special Education Committee Report

The Interest Based Negotiations (IBN) Committee of the Living Sky School Division No. 202 recognizes that substantial time and energy was invested in creating a 'Final Report on the Joint Committee on Special Education for the Battlefords School Division No. 118'. As a result, the Board of Education has agreed to address the recommendations of the Special Education committee in Board policy.

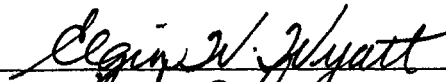

The following items were addressed in the report with subsequent recommendations and will be considered in the resulting Board policy:

- 1) Roles and Responsibilities of Special Education Teachers
- 2) Suggested Areas for Training and Professional Development
- 3) Recognition and Compensation
- 4) Supervisory Time

Signed  
**Board of Education Representatives**

  
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**LINC Representatives**

  
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# BATTLEFORDS SCHOOL DIVISION NO. 118

**Policy Name**                    **TEACHER PREPERATION TIME**                    **No. 6090**  
**Approval Date**            **September 24, 2001**            **Revision Date**                    **Page 1 of 2**  
**Legal Reference: E.Act Sec 164, 209(2)**                    **L.I.N.C. Sec 19 (1,2,3)**

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## **POLICY**

### **1. Philosophy**

- 1.1 The Board and the teachers support the principle and value of preparation time for teachers for the purpose of classroom and instructional improvement in order that teachers can better meet the needs of students, the education system, and the community.
- 1.2 Factors affecting the allocation of preparation time include: student needs, costs and staffing decisions, class size, available specialty time, consideration of varying teacher needs and workloads, the varied needs of different school communities, and the need to approach equity among teachers and schools. (The Board and Teachers agree that equity does not necessarily mean equal amounts of preparation time.)
- 1.3 Assigned preparation time may not be banked (saved for later use), and unused preparation time will not be eligible for cash payouts.

## **REGULATIONS**

### **2. Definition**

- 2.1 Preparation time is regular, unassigned time within the school day (as defined by The Education Act, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students.
- 2.2 The definition of preparation time excludes times allocated for professional development meetings and activities, and special events involving school visitors.
- 2.3 It is recognized that teachers do engage, and will continue to engage in preparation activities outside of the school day.
- 2.4 It is recognized that some of the goals of preparation time (such as planning, preparation, evaluation, consultation, and reflection) can be met in ways other than the specific allocation of preparation time.

### **3. Allocation Procedures**

- 3.1 There are three components of resource allocation: teacher complement (classroom size), speciality time, and preparation time. All three are taken into account when allocating preparation time.
- 3.2 The Board makes provision for allocation of resources on a per school basis.
- 3.3 The administrators of the individual schools, in consultation with the Director of Education, have some discretion to balance classroom size, specialty time, and preparation time.
- 3.4 There is an expectation that school administrations will provide opportunity for staff input into the planning process.
- 3.5 The complexities of organizing each school make it very difficult for the incorporation of predetermined and fixed preparation time for each teacher as it is only one of the components of the resources supplied to the schools.
- 3.6 Where possible the preferred model for providing preparation time is the program integration model in which students are engaged in specialty subjects.

### **4. Terms**

- 4.1 With reference to Subsection 1.2 and Section 3, the objective of the Board is to provide preparation time on the following basis:
  - (a) a target of 10% per school with the exception of single-teacher schools;
  - (b) a target, for single-teacher schools of a total of up to one (1) teaching day per month achieved through teacher release.
- 4.2 Preference for preparation time shall be given to full time teachers, however, the Board will endeavour to provide preparation time for part-time teachers with a higher emphasis on providing pro rata preparation time to teachers with continuing contracts at greater than 50%.
- 4.3 Annual reports will be provided to the LINC Chairperson by the Director by October 31.