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Local Collective Bargaining Agreement

This Agreement made at Warman in the province of Saskatchewan this 21st day of June, 2007.

Effective August 27, 2007 - August 31, 2010

BETWEEN

The Board of Education of the Prairie Spirit School Division
No. 206 of Saskatchewan.



AND

The Local Implementation and Negotiation Committee
appointed by the members of the Prairie Spirit Teachers'
Association.



Developed by the Prairie Spirit LINC TEAM
2006-2007 Members

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PS LINC Agreement

**This Agreement made at Warman in the province of
Saskatchewan this 21st day of June, 2007.**

THE BOARD OF EDUCATION OF THE PRAIRIE SPIRIT SCHOOL
DIVISION NO. 206

- and -

THE LOCAL INTEREST NEGOTIATION COMMITTEE OF THE PRAIRIE
SPIRIT SCHOOL DIVISION NO. 206

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Negotiating Statement

Definitions

Prairie Spirit School Division Board of Education and Prairie Spirit Teachers' Association have developed a positive and collaborative partnership to support the interests of teachers and the interests of the Board of Education. Together we support our common mission of "pursuing student success" and our vision of creating an "inspired community of learners".

The PS LINC Negotiating Team, comprised of Teacher Association representation, Board representation and division administration, began its journey on June 28, 2006, when it determined that the process to be utilized in developing a new LINC Agreement would be interest-based. Training for the team began on September 14, 2006 and subsequently, after nineteen days of meetings, the LINC Negotiating Team supports the resulting agreement.

This LINC Agreement is based on interests that were developed by the LINC Negotiating Team early in its work. These interests formed the basis for developing shared understandings related to the many topics brought forth for dialogue. The interests were also used as the criteria for the determination of solutions, and consensus was reached on solutions presented in this agreement.

The interests are:

- Accuracy
- Clarity
- Communication
- Ease of accessibility
- Ease of administration
- Fairness
- Not conflicting with provincial agreement
- Transparency
- Sustainability
- Thoroughness
- Understanding resources and costs
- Impact on classroom
- Trust
- Teacher wellness

This LINC Agreement represents the shared values of Prairie Spirit teachers, division administration and the Board of Education. Throughout the process the PS LINC Negotiating Team spent time in dialogue learning together, demonstrating transparent and open relationships characterized by the sharing of information and exploration of ideas, and developing collaborative, cooperative and trusting relationships. We are hopeful and optimistic that this new LINC Agreement will provide the foundation for building a strong culture in Prairie Spirit School Division.

<i>Term</i>	<i>Meaning</i>
Annual	Shall mean the school year.
Contracts	All contract offers and acceptances must be in writing.
<i>Indefinite/ continuing contract</i>	Have a starting date but no date for termination of employment. They remain in force from year to year. They may be full-time or part-time.
<i>Replacement contract</i>	Is for one full academic year in either a full-time or part-time teaching assignment to replace who is absent for the complete year on a board-approved leave. The contract must specify the beginning and end dates of the contract. A teacher hired on a subsequent replacement contract to replace a different teacher is deemed to be employed under an indefinite contract from the date the teacher was hired for the subsequent contract.
<i>Temporary contract</i>	Are for periods of 20 or more consecutive days but less than one complete academic year. They are to be used to fill an unexpected vacancy or to replace a teacher absent for any reason during that period. The contract must specify the beginning and end dates.
In-school administrator	To include principal, vice-principal, supervisor or coordinator.
Part-time teacher	On contract less than 100%.
PSSD	Prairie Spirit School Division which includes the Board of Education and central office staff.
PSTA	Prairie Spirit Teachers' Association.
Teacher	Any member of the PSTA and STF.

SECTION 1: Agreement (Term)

- 1.1. This agreement between PSSD and the PSTA Shall come into effect August 27, 2007, and remain in effect until August 31, 2010 or until revised in accordance with The Education Act, 1995.
- 1.2. The parties to this Agreement may, by written mutual consent, revise any provision of the Agreement during the term of the Agreement.
- 1.3. In the event that any provisions of this agreement shall be determined to be invalid in law, those provisions shall be subject to such amendment **as** may be necessary to bring them into conformity with the law.
- 1.4. PSSD and the PSTA are committed to begin negotiations prior to the expiration of the Agreement.
- 1.5. PSSD and the PSTA are committed to meeting a minimum of two times per year throughout the duration of the Agreement to monitor items within the Agreement.

Appendix/Forms

SECTION 2: Board of Review & Interpretation of Contract

The Agreement	Additional Information
<p>2.1. Teachers who have questions/concerns regarding the interpretation of this contract shall consult with the PSTA President or LINC representatives before approaching the Board of Review.</p>	<p><i>Use Board of Review form.</i></p>
<p>2.2. Grievances should be brought to the attention of the Board of Review in writing. The written notice shall include the particulars of the grievance.</p>	
<p>2.3. A grievance includes any difference of opinion which may arise as to the meaning, interpretation or application of a word, expression, or provision contained in this agreement.</p>	
<p>2.4. The Board of Review shall meet within thirty (30) days upon receipt of notification to address the grievance. The Board of Review shall have the responsibility of interpretation of the Agreement.</p>	
<p>2.5. The Board of Review shall consist of six members: The PSTA President or designate, the LINC chair, a representative from the PSTA LINC Negotiation Team, the Director of Education or designate, a superintendent, the Chair of the Board of Education or designate.</p>	
<p>2.6. The Chairperson of the Board of Review shall be selected from the above members.</p>	

SECTION 2: Board of Review & Interpretation of Contract

The Agreement	Additional Information
<p>2.7. The teacher has the opportunity to speak to the grievance. The committee will have opportunity to ask questions for clarification. Following information gathering, the committee will deliberate in closed session. The resolution will be communicated to the teacher verbally as soon as possible, and, in writing, within seven days of the resolution.</p> <p>2.8. If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter in accordance with the terms of <i>The Education Act, 1995</i>, and any amendment thereto.</p>	
Appendix/Forms: Board of Review form	

SECTION 3: Calendar Development

The Agreement	Additional Information
<p>3.1. A committee with PSTA representation will be established on an annual basis to develop calendar options for the school year.</p> <p>3.2. The PSTA will conduct a vote of the membership from the Board approved options. A 50% + 1 vote will be required to determine the PSTA choice of calendar.</p>	
Appendix/Forms	

SECTION 4: Compassionate Leave

The Agreement	Additional Information
<p>4.1. In each event of life threatening illness or death of a legal or common-law spouse, a child of the employee or the employee's spouse, parent, a spouse of a parent, a sibling, grandchild, grandparent, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a person who the teacher considers to be like a family member, the teacher shall be granted leave with pay as requested for a period not to exceed five (5) working days. PSSD</p> <p>4.2. In each event of a teacher attending a funeral of someone other than those listed in Article 4.1 shall be granted leave with pay up to one (1) day.</p> <p>4.3. One additional day shall be granted when travel beyond eight hundred (800) kilometres round trip is required.</p> <p>4.4. The superintendent responsible for the school may, upon written request, grant additional compassionate leave with or without pay.</p>	<p><i>Inform in-school administrator.</i></p>
Appendix/Forms	

SECTION 5: Contracts of Employment

The Agreement	Additional Information
<p>5.1. Contracts of employment will be defined and offered as stated in <i>The Education Act, 1995</i> and the <i>Provincial Collective Bargaining Agreement</i>.</p> <p>5.2. Vacant positions will be communicated, for information purposes, to all staff.</p> <p>5.3. The process for spring staffing of PSSD will be outlined to professional staff on an annual basis.</p> <p>5.4. Part-time teachers may apply for a vacant position that becomes available during the school year. Prior to applying for positions during the school year, consultation with their in-school administrator and superintendent should occur.</p>	<p><i>Teachers should be familiar with the 3 types of contracts (see definitions):</i></p> <ul style="list-style-type: none"> - <i>continuing/indefinite</i> - <i>replacement</i> - <i>temporary</i>
Appendix/Forms	

SECTION 6: Deferred Salary Leave

The Agreement	Additional Information
<p>6.1. PSSD supports self-funded and self-administered deferred salary leave plan for teachers.</p>	<p><i>Members are advised to contact the STF regarding such leave prior to applying.</i></p>
<p>6.2. The purpose is to provide a teacher with a one (1) year leave of absence during a period of continuous employment by PSSD.</p>	<p><i>Refer to Board of Education Operational Policies and Procedures Module 5 in reference to placement upon return.</i></p>
<p>6.3. The terms of the Deferred Salary Leave Plan, inclusive of service and leave, are three (3), four (4), or five (5) years.</p>	
<p>6.4. Eligibility: To qualify for a Deferred Salary Leave Plan, the teacher must have been in the employ of PSSD for a period of at least two years prior to entering the Plan.</p>	
<p>6.5. Application: To enter the Plan in the fall of any given school year, the teacher shall make application to the Superintendent of Human Resources not later than April 30 of that year. A letter of application shall include the teacher's intentions with respect to the school year in which the deferred leave will occur.</p>	
<p>6.6. Criteria:</p> <p>6.6.1. Upon acceptance to the plan by PSSD, the teacher shall make all financial arrangements regarding the deferred salary.</p> <p>6.6.2. Deferred Salary Leave Plan leave of absence shall be granted for the last year of the respective term of the Plan.</p> <p>6.6.3. The teacher shall be free to pursue any activity desired during the Deferred Salary Leave Plan leave of absence, except professional employment with another Board of Education.</p>	<p><i>Arrangements must be made under the guidance of <u>Canada Revenue Agency Regulations</u>.</i></p>

SECTION 6: Deferred Salary Leave	
The Agreement	Additional Information
<p>6.7. Options of Cancellation</p> <p>6.7.1. Changes to the Deferred Salary Leave plan may be made effective as of any annual anniversary date of entrance into the Plan.</p> <p>6.7.2. If a teacher is required to temporarily discontinue teaching but remains in the employ of PSSD, the teacher may request in writing that the Deferred Salary Leave plan be suspended for the period of absence and the division shall grant such request.</p> <p>6.7.3. In extenuating circumstances and with the consent of PSSD, the participant may withdraw from the plan upon giving not less than (6) six months notice of intent to do so prior to the date established for the leave of absence.</p> <p>6.8. Limits:</p> <p>6.8.1. The Deferred Salary Leave plan shall be limited to ten (10) participants per year of which no more than three (3) may be administrators.</p> <p>6.8.2. Selection will be based on order of application.</p>	
Appendix/Forms	

SECTION 7: Education Bursaries	
The Agreement	Additional Information
<p>7.1. PSSD shall establish a minimum \$15,000 bursary fund per academic year.</p> <p>7.1.1. Unused funds from one academic year shall be carried over to the next academic year.</p> <p>7.2. Education bursaries provide financial assistance toward the costs of tuition, courses and learning programs.</p> <p>7.3. A committee consisting of representatives from the PSTA and PSSD will have the following responsibilities:</p> <p>7.3.1. Develop criteria.</p> <p>7.3.2. Establish timelines.</p> <p>7.3.3. Adjudicate all applications.</p> <p>7.4. The bursary amount for each application is to exceed neither \$500 nor 65% of the cost of the tuition, course or learning program, depending on the number of applicants.</p>	<p><i>Bursaries are considered taxable income. Teachers with questions should contact the <u>STF</u>.</i></p>
Appendix/Forms	

SECTION 8: Education Leave	
The Agreement	Additional Information
<p>8.1. For the purpose of this section, Education Leave is defined as a leave in which a teacher participates in formal studies, or undertake training or other activities from a recognized post-secondary institution leading to a degree, certificate, course credits or diploma.</p>	<p><i>Prior to applying, members are advised to contact the STE to clarify the status of their benefits during such leave.</i></p> <p><i>Refer to <u>PSSD Operational Policies and Procedures</u> Module 5 in reference to placement upon return.</i></p> <p><i>Use Education Leave application form.</i></p>
<p>8.2. Up to five (5) teachers shall be granted education leave annually.</p>	
<p>8.3. Teachers applying for education leave must have been in the employ of PSSD for a period of seven (7) years. Years of experience in the legacy school divisions are included.</p>	
<p>8.4. Education leave shall be for a one (1) year term.</p>	
<p>8.5. Teachers on education leave shall receive ten percent (10%) of their basic salary.</p>	
<p>8.6. To be granted education leave the teacher shall make application to the Superintendent of Human Resources not later than March 1 of the school year prior to the leave.</p>	
<p>8.7. Should the number of applicants exceed five (5) on March 1, an Education Leave Selection Committee shall be formed to determine approval.</p>	
<p>8.7.1. The committee will be comprised of two (2) members as designated by the Director of Education and two (2) members as designated by the President of the PSTA.</p> <p>8.7.2. The committee will inform all applicants of their decisions in writing.</p>	
<p>Appendix/Forms: Education Leave application form</p>	

SECTION 9: Executive Leave

9.1. PSSD shall grant the secondment of the President of the PSTA up to full-time. The PSTA shall reimburse PSSD the full cost of all salary, allowances and benefits paid by PSSD.

9.2. PSSD shall grant leave with pay not to exceed ten (10) days per academic year, for the PSTA to attend to local association business. These days will be disbursed at the discretion of the President in consultation with the Director of Education. The PSTA shall reimburse PSSD the substitute costs associated with the days taken.

9.3. The PSTA is granted leave with pay not to exceed one (1) day for each member of the Representative Assembly to conduct local association business. The PSTA shall reimburse PSSD the substitute costs associated with the day taken.

9.4. Additional days of leave may be granted to the PSTA through the Director of Education.

Appendix/Forms

SECTION 10: Extra-curricular or Overnight Supervision

The PSSD and the PSTA recognize that extra-curricular activities are valued learning opportunities beneficial for all students.

The Agreement	Additional Information
<p>10.1. Extra-curricular Supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program.</p> <p>10.2. Teacher involvement in extra-curricular activities is voluntary, and requires the consent of the teacher.</p> <p>10.3. Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.</p> <p>10.4. Extra-curricular or overnight supervision compensation is earned in twenty five (25) hour increments. A teacher shall be compensated in one of the following two ways:</p> <p>10.4.1. A teacher shall receive one half (1/2) earned day off for each twenty five (25) hour increment, to a maximum of two (2) full days.</p> <p>10.4.2. A teacher shall receive the minimum sub pay rate for each half day earned.</p> <p>10.5. Teachers providing overnight supervision of students will be compensated at eight (8) hours per night.</p> <p>10.6. Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.</p>	<p><i>Examples:</i></p> <p><i>A basketball tournament, outside of school hours, is considered an extra-curricular event.</i></p> <p><i>A class field trip is not considered to be extra-curricular.</i></p> <p><i>In the event a class field trip that includes overnight supervision, the overnight supervision will be compensated under 10.5.</i></p> <p><i>10.3 To be directly monitored during the time of this agreement.</i></p>

SECTION 10: Extra-curricular or Overnight Supervision

The PSSD and the PSTA recognize that extra-curricular activities are valued learning opportunities beneficial for all students.

The Agreement	Additional information
<p>10.7. A teacher may declare a pay-out option by June 30 of each year.</p> <p>10.7.1. Teachers who are leaving the employment of the Board need to declare their intention to utilize the pay-out option by May 15 of each year to ensure payout by June 30.</p> <p>10.7.2. Pay-out would be no later than September 25 of the following school year for those who declare payout by June 30.</p> <p>10.8. All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.</p> <p>10.9. Any teacher serving as an extracurricular coach, leader, or supervisor representing the school division for a competition beyond the school division leading to a provincial competition may apply for reimbursement of expenses as per Board rate.</p> <p>10.10. Any teacher serving as an extra-curricular coach, leader, or supervisor of a non-athletic extracurricular group that is representing the school division by special invitation or at a prestigious event may apply for the reimbursement of expenses as per Board rate.</p>	<p><i>Complete Extra-Curricular and Overnight supervision form.</i></p> <p><i>Submit <u>expense form</u>.</i></p> <p><i>Submit <u>expense form</u>.</i></p>
<p>Appendix/Forms: Extra-Curricular and Overnight supervision form <u>Expense form</u></p>	

The Agreement	Additional Information
<p>11.1. A teacher shall be granted one (1) day</p> <p>11.2. A teacher shall be granted one (1) day leave with pay per school year to attend to emergency care within the immediate family.</p>	<p><i>See Compassionate leave for definition of immediate family.</i></p>

SECTION 12: Human Resources

The PSSD has developed a comprehensive policy regarding human resources. At this time, the policies effectively deal with many interests that the PSTA and the PSSD share regarding PSTA members. PSSD policy is ultimately decided by the Board through Senior Administration. PSSD values the input that the PSTA provides into the development of policy. It is in the best interest of both parties to work collaboratively on policy development.

The Agreement	Additional Information
<p>12.1. Human Resource policies include, but are not limited to, teacher transfers, redundancy, role of administrators, teacher professional growth, supervision and evaluation, declaration of early retirement, and an employee assistance program.</p> <p>12.2. Should the PSSD change or update Human Resource policies which directly impact members of the PSTA, the PSTA shall be consulted with an opportunity for suggestions and/or feedback.</p> <p>12.3. Any new Human Resource policy that has a direct impact on members of the PSTA shall be developed through a committee including PSTA representation.</p> <p>12.4. The PSTA and the PSSD will monitor the impact and usage of Human Resource policy directly related to members of the PSTA. Areas which require further clarification or are of concern will be discussed with the LINC Negotiating Team.</p>	<p><i>Refer to <u>Board of Education Operational Policies and Procedures Module 5</u>.</i></p>

Appendix/Forms

SECTION 13: Negotiation Leave

The Agreement	Additional Information
<p>13.1. Costs will be shared by PSSD and the teachers' association.</p> <p>13.2. Members involved in the process of local negotiations shall receive release time to conduct negotiations if held during the school day.</p> <p>13.3. A teacher certified as a representative of Prairie Spirit Teachers' Association, shall suffer no loss in salary for the time necessarily absent from teaching duties for the purposes of:</p> <ul style="list-style-type: none"> 1.3.1. participating in local negotiations; 1.3.2. participating in mediation proceedings; 1.3.3. participating in conciliation proceedings; 1.3.4. participating in arbitration proceedings; 1.3.5. attendance required by a conciliation officer or arbitration board; or 1.3.6. attendance required by the Educational Relations Board. 	<p><i>Discussions regarding the process and costs would occur prior to the budget year for shared funding.</i></p>
<p>Appendix/Forms</p>	

SECTION 14: Noon Supervision

Section 14 shall apply only to teachers who participate in supervision during the scheduled noon break.

The Agreement	Additional Information
<p>14.1. Noon Supervision shall be defined as supervision of students during the noon break.</p> <p>14.2. Teacher involvement in noon supervision is voluntary.</p> <p>14.3. The PSSD encourages teachers to provide noon supervision.</p> <p>14.4. The in-school administrator will meet with the superintendent to determine noon break supervision needs and implement noon break supervision. There will be variation of need from school to school.</p> <p>14.5. Noon supervision compensation is earned annually in seven and a half (7.5) hour increments. A teacher shall be compensated in one of the following two ways:</p> <p>14.5.1. A teacher shall receive one half (1/2) earned day off for each seven and a half (7.5) hour increment of noon supervision.</p> <p>14.5.2. A teacher shall receive the equivalent of one half (1/2) day minimum sub pay rate for seven and a half (7.5) hours of noon supervision.</p> <p>14.6. Earned days off may be taken as received throughout the school year.</p> <p>14.7. A teacher may declare a pay-out option by June 30 of each year.</p> <p>14.7.1. Teachers who are leaving the employment of the Board need to declare their intention to utilize the payout option by May 15 of each year to ensure payout by June 30.</p>	<p><i>Teachers wishing to provide noon supervision must complete an application form at the school.</i></p>

SECTION 14: Noon Supervision	
The Agreement	Additional Information
<p>one time.</p>	
<p>Appendix/Forms: Application Form</p>	

SECTION 15: Other Leaves	
The Agreement	Additional Information
<p>15.1. <u>Jury Duty / Witness Duty</u> Leaves shall be granted in accordance with <i>The Provincial Collective Bargaining Agreement</i>.</p> <p>15.2. <u>Sabbatical Leave</u> Sabbatical leave shall be defined as leave with pay for a period of not more than one (1) school year to allow the teacher to pursue individual endeavours. <i>The Education Act, 1995</i>, states that PSSD and the PSTA shall bargain collectively with respect to sabbatical leave.</p> <p>15.2.1. At this time there will be no provision for sabbatical leave.</p> <p>15.2.2. Members who require an extended leave are encouraged to look at the other options available.</p>	<p><i>Article 2, Provincial Collective Bargaining Agreement.</i></p> <p><i>Other Options Include:</i> <ul style="list-style-type: none"> - <i>Deferred Salary Plan</i> - <i>Leave without Pay</i> </p>
<p>Appendix/Forms</p>	

SECTION 16: Parenting

The Agreement	Additional Information
<p>16.1. <u>Maternity and Parenting Leave</u></p> <p>16.1.1. Maternity leave shall be granted as per <i>The Labour Standards Act</i>.</p> <p>16.1.2. Parenting leave shall be granted as per <i>The Labour Standards Act</i>.</p> <p>16.1.3. Except as provided for under the provision of the Supplemental Unemployment Benefits (SUB) Plan established in accordance with the provisions contained in the teachers' <i>Provincial Collective Bargaining Agreement</i>, maternity and parenting leave shall be without pay.</p> <p>16.1.4. An extension may be applied for through written application to PSSD.</p>	<p><i>Please consult with the STF regarding the procedure.</i></p> <p>Saskatchewan Teachers' Federation 2317 Arlington Avenue, S7J 2H8 Telephone: (306) 373-1660 Toll Free: 1-800-667-7762 Fax: (306) 374-1122 E-mail: stf@stf.sk.ca</p> <p><i>Use Form 8-I, 8-II, and 8-III from the <u>Teacher Provincial Collective Bargaining Agreement</u>. Article 8 in the agreement refers to the SUB plan.</i></p> <p><i>Refer to Board of Education <u>Operational Policies and Procedures Module 5</u> in reference to placement upon return from a leave.</i></p>
<p>16.2. <u>Adoption Leave</u></p> <p>16.2.1. Notice of adoption leave must be submitted to PSSD as soon as reasonably possible.</p> <p>16.2.2. Adoption leave shall be granted as per <i>The Labour Standards Act</i>.</p> <p>16.2.3. Adoption leave shall be without pay.</p> <p>16.2.4. An extension may be applied for through written application to PSSD.</p> <p>16.2.5. Due to the circumstances of adoption, PSSD shall grant leave with pay for the following:</p> <ol style="list-style-type: none"> a) 1 day to carry out the adoption procedures. b) 1 day to attend to the childbirth. c) 1 day to be present on the day the child comes home. 	

SECTION 16: Parenting	
The Agreement	Additional Information
<p>16.3. <u>Childbirth</u></p> <p>16.3.1. Teachers shall be granted leave with pay for the following:</p> <p>a) 1 day to attend at the birth of the child.</p> <p>b) 1 day to be present when the mother and child return from the hospital.</p>	
<p>Appendix/Forms 8-I, 8-II, 8-III, Teacher Provincial Collective Bargaining Agreement</p>	

SECTION 17: Part-Time Teachers	
<p>To provide clear direction, this section addresses the unique working environment of part-time teachers.</p>	
The Agreement	Additional Information
<p>17.1. Part-time teachers shall have all personal leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.</p> <p>17.2. Part-time teachers, in consultation with the in-school administrator, will commit to a pro-rated plan regarding participation in non-instructional days based on the percentage (X) of their contract and/or the percentage (Y) of the year that they are employed.</p> <p>17.2.1. All part-time teachers are expected to attend the opening school celebration. This is considered part of their entire pro-rated attendance at non-instructional days.</p> <p>17.3. As per the teachers' <i>Provincial Collective Bargaining Agreement</i>, when part-time teacher attendance is requested by the superintendent, he/she shall be paid the appropriate salary amount for the day or portion thereof.</p>	<p><i>These include but are not limited to staff meetings, professional development days, planning days, convention.</i></p>
<p>Appendix/Forms</p>	

SECTION 18: Pay Period	
The Agreement	Additional Information
<p>18.1. Payment shall be issued electronically on the last school day on or before the 25th of each month.</p> <p>18.2. Adjustments around the provincial or LINC Agreement would be made at the earliest opportunity.</p> <p>18.3. In the event of overpayment, a process of reclaiming funds will be determined through mutual agreement.</p> <p>18.3.1. The time for repayment is not to exceed 12 months and is to be resolved before the employee leaves employment of the school division.</p> <p>18.4. Any leave with loss of pay implications, notification needs to be submitted by the fifteenth (15) of the month to payroll if the teacher wishes the pay to be reconciled during that month. See Section 19.2 regarding such leaves.</p> <p>18.5. All teachers new to PSSD will select either a 10 or 12 month pay option by August 31 of each year.</p> <p>18.5.1. All teachers, at the beginning of this contract, will select either a 10 or 12 month pay option by August 27, 2007.</p> <p>18.6. Future changes to the pay option must be made by August 31 of each year. It is the teacher's responsibility to contact payroll.</p> <p>18.7. PSTA fees will be deducted electronically from the October and November pay cheques in equal installments. The Superintendent of Finance and Administration is to receive written notification by August 31 of each year of the amount of the fees to be deducted.</p> <p>18.8. It is the teacher's responsibility to report any changes or discrepancies to payroll.</p>	
Appendix/Forms	

SECTION 19: Personal Leave

PSSD recognizes the complexity of the teaching profession and that our teachers

The Agreement	Additional Information
<p>19.1. A teacher shall be granted personal leave of up to two (2) days with pay per school year. When accessing a personal leave day with pay, the teacher shall notify the in-school administrator.</p> <p>19.2. A teacher shall be granted up to three (3) days personal leave without pay per school year. When accessing the personal leave days without pay, the teacher shall notify the in-school administrator.</p> <p>19.3. The superintendent responsible for the school may, upon written request, grant additional personal leave without pay.</p> <p>19.4. All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.</p> <p>19.5. Temporary teachers shall have personal leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.</p> <p>19.6. Personal leave days shall not be paid out.</p>	<p><i>In a year of 197 instructional days, leaves without pay beyond seven (7) days may impact superannuation.</i></p> <p><i>Contact the <u>STF</u> for further clarification.</i></p>
Appendix/Forms	

SECTION 20: Preparation Time	
The Agreement	Additional Information
<p>20.1. Preparation Time is time when the teacher is not involved in direct interaction with students and is allocated for the sole purpose of allowing teachers to attend to individually initiated professional responsibilities.</p> <p>20.2. PSSD will provide all teachers with 5% preparation time.</p> <p>20.3. Preparation time provided by PSSD will be allocated by days or half days within the school year.</p> <p>20.3.1. A half-day every two weeks is the preferred placement of preparation time.</p> <p>20.3.2. As much as possible, these days will be evenly distributed throughout the school year calendar.</p> <p>20.3.3. As much as possible, the calendar will attach preparation time to other non-contact days to create a day with no bus service.</p> <p>20.4. <i>Section 20 Preparation Time</i> will not be implemented until the 2008-2009 school year calendar in order to coincide with the calendar development process.</p>	<p><i>Staff meetings are not considered to be preparation time.</i></p>
Appendix/Forms	

SECTION 21 : Pressing Necessities	
The Agreement	Additional Information
<p>21.1. Special leave with pay shall be granted to a teacher for the purposes of responding to an event outside the control of the teacher. This unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.</p> <p>21.2. A teacher shall be granted up to a maximum of three (3) days annually with pay to attend to a pressing necessity.</p> <p>21.3. Examples of a pressing necessity include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a) Road closure b) Natural Disaster c) Accident d) Home emergency e) Community Emergency Service 	<p><i>Teachers should inform their in-school administrator if they are a member of a 1st Responder team, local fire department or other community emergency team.</i></p>
Appendix/Forms	

SECTION 22: Professional Development	
The Agreement	Additional Information
<p>22.1. Professional Development is defined as professional learning and growth opportunities that enhance a teacher's qualifications, knowledge, skills and/or abilities.</p> <p>22.2. To support professional development, PSSD will distribute money to school funds or division office-based groups. Administrators will work with staff to develop a locally based collaborative process to determine the use of professional development funds.</p> <p>22.3. Professional development funds are to be determined annually based on the budgetary process.</p> <p>22.3.1. The process will provide an opportunity for input by the PSTA.</p> <p>22.3.2. The amount will be calculated on a full time equivalent basis.</p> <p>22.3.3. A memo stating the amount will be provided to staff as soon as the amount is determined and the budget is approved.</p> <p>22.4. PSSD and the PSTA will work collaboratively in planning all professional development activities that occur at the division level.</p> <p>22.4.1. The PSTA will contribute funding to these joint events.</p> <p>22.5. The committee that will plan all division level professional development activities will consist of representatives from PSSD as well as representatives from the PSTA.</p> <p>22.6. PSSD will provide the PSTA with one calendar day to conduct local association business. This would be considered a non-contact day with students.</p>	<p><i>Professional development may include, but is not limited to, conferences, Professional Learning Communities', Provincial accreditation, mentoring, teacher visitations, short courses, special subject councils, work with Learning Support Facilitators, working with colleagues, and school initiatives.</i></p> <p><i>To access funds teachers need to consult with the in-school administrator. Members that are based from the division office need to consult with their supervisor.</i></p> <p><i>To develop a process for managing professional development funds, staffs may wish to develop a PD committee.</i></p> <p><i>Money that would have been allocated for a PSTA Institute would be considered the contribution. An independent PSTA Institute is not necessary as all professional development events are jointly planned.</i></p>
Appendix/Forms	

The Agreement	Additional Information
<p>23.1. PSTA members shall be eligible for mileage reimbursement for the following committees and/or purposes:</p> <ul style="list-style-type: none"> a) System-based PLC meetings b) System-based professional development c) ALT meetings d) SERT meetings e) Division committee meetings f) Other meetings or purposes that are approved by the Director of Education or designate. <p>23.2. Mileage claims will be at the Board rate based on the PSSD distance chart.</p> <p>23.2.1. Mileage claims shall be based on any additional mileage beyond the regular daily mileage that a staff member would travel to and from their location of work.</p> <p>23.3. Administrator approved reimbursement for lodging and meals will be at the Board rate with proof of receipt.</p> <p>23.4. When an administrator approves any other expenses, the teacher will be reimbursed with proof of receipt.</p>	<p><u>Use PSSD Expense/Mileage Forms</u> <i>Example:</i></p> <p><i>A teacher regularly works in Vanscoy. On another day the teacher goes to Osier for a division committee meeting. The teacher will claim mileage on the difference from the total mileage to Vanscoy minus the total mileage to Osier.</i></p>
Appendix/Forms	

SECTION 24: Special Allowances	
The Agreement	Additional Information
<p>24.1. For the purpose of this section, a special allowance is an amount of money over and above the regular salary paid to a teacher in a division office-based role or assignment.</p> <p>24.2. A PSTA member who holds a position of coordinator shall receive the coordinator allowance.</p> <p>24.3. The coordinator allowance will be based on the principal allowance, as recognized in the teachers' <i>Provincial Collective Bargaining Agreement</i>. The number of teachers recognized to calculate the allowance will equal the total number of schools in PSSD.</p> <p>24.3.1. At no time will the coordinator allowance be less than a principal's allowance of the largest PSSD school.</p> <p>24.4. A PSTA member who holds a position of Supervisor shall receive the coordinator allowance plus an additional twenty percent (20%) of the coordinator allowance.</p> <p>24.5. A teacher in a division office-based role or assignment who must maintain a membership in another professional organization as a condition of employment will have the membership fee paid by PSSD.</p> <p>24.6. A teacher in a division office-based role or assignment who must travel as a condition of employment shall have his/her mileage reimbursed at the board rate.</p>	<p><i>HR Principal does not get an additional special allowance apart from the member's current principal's allowance.</i></p> <p><i>Home office will be determined by the immediate supervisor.</i></p>
Appendix/Forms	

SECTION 25: Substitute Teachers	
The Agreement	Additional Information
<p>25.1. The daily salary rate payable to a substitute teacher shall be one (1) divided by the number of school days per year x (times) 80% of the rate in effect at Step 1 of Class IV, in accordance with the salary schedule for teachers in the teachers' <i>Provincial Collective Bargaining Agreement</i>.</p> <p>25.2. On the sixth (6) day of continuous substitute service a substitute teacher shall be paid the daily salary rate of one (1) divided by the number of school days per year x (times) the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the teachers' <i>Provincial Collective Bargaining Agreement</i>. This daily rate of pay shall be retroactive to the first (1st) day of service.</p> <p>25.2.1. Continuous substitute service will not be interrupted by non-instructional days within the school division calendar.</p> <p>25.2.2. A substitute teacher may be requested by an in-school administrator to attend a non-instructional day.</p> <p>25.3. A part-time teacher asked to provide substitute service within their school or community in which they are assigned shall be paid the daily salary rate of one (1) divided by the number of school days per year x (times) the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the teachers' <i>Provincial Collective Bargaining Agreement</i>.</p>	

SECTION 25: Substitute Teachers	
The Agreement	Additional Information
<p>25.4. Electronic deposits for substitute teachers who have taught during any month shall be made ten working days following receipt of the principal's monthly report. This report is filed by the in-school administrator to Division Office within two working days following the last teaching day of the month.</p> <p>25.5. For substitute teacher pay purposes, the salary schedule which is in effect on August 27, 2007, shall be used and shall not be retroactive.</p> <p>25.5.1. Any changes in substitute teacher pay shall take effect at the beginning of the month following the implementation of a new teachers' <i>Provincial Collective Bargaining Agreement</i>. Substitute pay will not be retroactive.</p> <p>25.6. Substitute pay is pro-rated for the percentage (%) of time of the school day in which they are employed.</p>	<p><i>If a substitute teaches three (3) out of five (5) hours in a day he/she would receive sixty percent (60%) of the daily rate.</i></p>
Appendix/Forms	

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