

**SUN WEST
SCHOOL DIVISION**

Success for all

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**TEACHER
LOCAL
BARGAINING
AGREEMENT**

EFFECTIVE

October 30, 2007

to June 30, 2009

13790 (01)

Sun West School Division No. 207

Local Collective Bargaining Agreement for Teachers

Between

The Board of Education of the Sun West School Division No. 207 of Saskatchewan
(hereinafter referred to as “The Board”)

And

The Bargaining Committee appointed by the Teachers of the Sun West School Division No.
207 of Saskatchewan (hereinafter called “The Teachers”)

has been negotiated in accordance with *The Education Act, 1995*.

This agreement shall be effective from October 30, 2007 to June 30, 2009, and thereafter until revised in accordance with *The Education Act, 1995*.

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.

ARTICLE 1 PAY PERIODS AND DEDUCTION OF LOCAL FEES

- 1.1 Payment of Teacher Salaries
 - 1.1.1 Salary shall be paid on or before the 25th of each month starting in September of each academic year except in December. Salary for December shall be paid on the last teaching day of the month.
 - 1.1.2 Payment of salaries for all teachers shall be by electronic deposit.

- 1.2 Teachers shall have the option of being paid on the basis of ten (10) or twelve (12) pay periods.
 - 1.2.1 A teacher who wishes to change the pay period option shall provide written notification to Payroll no later than June 30th. The change shall be effective with the commencement of the following academic year.
 - 1.2.2 A teacher new to the division shall be given the opportunity to choose between ten (10) or twelve (12) pay periods at the time the contract is signed.
 - 1.2.3 In the absence of a written request for twelve (12) pay periods, salary shall be paid on the basis of ten (10) pay periods.
 - 1.2.4 Teachers whose employment starts after the first day of the academic year shall be paid on the basis of ten (10) pay periods and in accordance with the provisions of the Provincial Collective Bargaining Agreement governing such employment. The teacher may opt for twelve (12) pay periods for the following academic year if applicable.

- 1.3 Upon written request from a teacher new to the division, an advance of up to \$1,500 for a full-time teacher shall be provided. This amount shall be prorated for part-time teachers.
 - 1.3.1 Teachers shall only be eligible to receive an advance at the start of their first year of employment with the school division.
 - 1.3.2 No deductions shall be taken from the advance.
 - 1.3.3 The advance shall be repaid from the first month's salary.

- 1.4 Deduction of Fees
 - 1.4.1 Sun West 'Teachers' Association fees shall be deducted in two (2) equal amounts from the October and November salary payments of teachers with continuing and replacement contracts.
 - 1.4.2 The school division shall not deduct such fees from teachers with temporary contracts.

ARTICLE 2 DEFERRED SALARY LEAVE

- 2.1 Deferred Salary Leave may be granted at the discretion of the Board in accordance with Canada Revenue Agency Regulations.

ARTICLE 3 PROFESSIONAL DEVELOPMENT – TEACHER INITIATED

- 3.1 Each teacher shall be granted an individualized Professional Development Fund as per the following guidelines. This fund is to be applied to the Professional Growth Plan of

the individual teacher and may be accumulated to a maximum of \$1,300 as of the initial day of the school year (July 1st).

3.1.1 Year 1 - \$500 per 1st year of contract

3.1.2 Year 2 - \$400 per 2nd year of contract

3.1.3 Year 3 - \$400 per 3rd year of contract

3.1.4 Subsequent years - \$400 per year

3.2 Any portion of remuneration of the actual expenses can be claimed on the prescribed expense claim form by submission of:

3.2.1 Actual receipted expenses for registration, accommodation, meals and other approved expenses.

3.2.2 Actual mileage claim (not to exceed the Board of Education rate).

3.3 Substitute costs to a maximum of two (2) days per teacher per school year shall be covered by the Board and any days in excess of the two (2) days shall be charged to the teacher's personal professional development account or the teacher may utilize supervisory leave days. Unused substitute days are not transferable.

ARTICLE 4 BURSARIES

4.1 The Board shall establish an annual bursary fund of \$20,000.

4.1.1 Bursaries shall be granted to teachers for credit classes at an accredited university.

4.1.2 The approved bursary shall be \$200 per credit unit.

4.1.3 Teachers may apply for payment for any credit units successfully completed. Payments on the first six (6) credit units per teacher shall be allocated initially. If the requests exceed \$20,000, the payments shall be prorated.

4.1.4 Additional credit units taken by teachers beyond six (6) shall be paid in full or prorated according to the bursary fund balance.

4.2 The teacher shall submit an application for the bursary to the Superintendent of Human Resources by September 1st for credit classes successfully completed within the past twelve (12) months. The Superintendent shall notify the teacher of the bursary amount by September 20th.

4.3 The teacher receiving such a bursary shall remain in the employ of the Sun West School Division for at least one (1) academic year immediately following the bursary payment.

4.4 Approved Saskatchewan Learning Recruitment and Retention Bursaries that exceed the funding in Article 4.1 may be approved and funded through Division Initiated Professional Development. The teacher receiving such a bursary shall remain in the employ of the Sun West School Division for a minimum of one (1) year of return service for every six (6) credits funded.

4.5 Teachers on education leave shall not access the bursary fund.

ARTICLE 5 EDUCATION LEAVE

- 5.1 An educational leave for **up** to fourteen (14) months may be granted for the purpose of improving qualifications, in which case the Board shall assist the teacher with seventy (70) percent of the salary the teacher would have received by teaching during the period of the leave.
- 5.2 An educational leave is intended to expedite student learning through teacher growth. Educational leaves should align with division, school and Personal Professional Growth Plan goals. Educational leaves may include but are not restricted to:
- 5.2.1 Study and research of a system, school, process or initiative;
 - 5.2.2 Study and research at an accredited post-secondary institution;
 - 5.2.3 Development of professional interests or skills;
 - 5.2.4 Pursuit of general educational goals;
 - 5.2.5 Combination of above.
- 5.3 The teacher's request for educational leave commencing in July shall be submitted to the Director of Education by January 31st, and the Board shall notify the teacher of its decision by March 1st. For an educational leave commencing in January, the leave shall be requested by October 1st, and the Board shall notify the teacher of its decision by November 1st.
- 5.4 The teacher shall 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, the teacher shall refund the money received together with interest at the preferred bank lending rate prevailing at the date of the educational leave. In the event there is partial compliance, the amount of the refund shall be determined on a pro-rated basis.
- 5.5 Upon return to the division, the teacher shall be placed in a position as agreed in writing prior to the acceptance of the educational leave by the teacher.
- 5.6 No legal liability shall be attached to a teacher or the teacher's estate if, due to disability or death, the teacher is unable to fulfill the commitment.

ARTICLE 6 SABBATICAL LEAVE

- 6.1 Sabbatical leave may be granted at the discretion of the Board.

ARTICLE 7 MATERNITY / PARENTAL / ADOPTION LEAVE

- 7.1 The teacher shall be granted maternity, parental or adoption leave in accordance with *The Labour Standards Act*.
- 7.2 Leave for **up** to two (2) days with pay shall be granted to a parent for the birth or adoption of a child and/or transfer home of the child.
- 7.3 In extenuating circumstances, the Superintendent of Human Resources may grant leave in excess of two (2) days.

ARTICLE 8 COMPASSIONATE LEAVE

- 8.1 The Board shall grant coinpassionate leave with pay not to exceed three (3) days for serious illness and/or death of members of the immediate family.
- 8.2 Immediate family shall be defined as: fiancée or spouse, father, mother, brother, sister, brother-in-law, sister-in-law, grandparent, child or grandchild of teacher or of teacher's spouse.
- 8.3 The Board may grant compassionate leave with pay in excess of three (3) days and/or in instances other than immediate family.

ARTICLE 9 SPECIAL LEAVE

- 9.1 A teacher shall be granted leave with full salary not to exceed a maximum of two (2) days total in any one academic year to:
 - 9.1.1 Attend secondary or post-secondary convocation or graduation of self, spouse or child.
 - 9.1.2 Attend to pressing personal matters concerning self or immediate family. "Pressing" shall be defined as unforeseen illness or injury, family legal matters, civil litigation or family counseling. "Immediate family" shall be defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law or common law spouse.
 - 9.1.3 Attend or participate in a funeral service.
 - 9.1.4 Attend medical appointments of dependents, spouse or parents as required.
- 9.2 Leave referred to in this clause shall be pro-rated for less than full-time teachers.

ARTICLE 10 SUPERVISORY LEAVE

- 10.1 **Noon supervision Leave**
 - 10.1.1 The Board of Education recognizes that noon supervision is provided by teachers on a voluntary basis.
 - 10.1.2 Teachers shall notify the principal in writing of their intentions regarding noon supervision by June 1st of the preceding school year. Teachers who are new to Sun West School Division shall be expected to declare in writing their intentions regarding supervision within two (2) weeks of the start date of employment.
 - 10.1.3 When a teacher provides noon supervision, the teacher shall earn one day of leave without loss of salary for every fifteen (15) hours of noon supervision to a maximum of three (3) days. Hours earned beyond forty-five (45) hours shall be paid at \$12.50 per hour.
 - 10.1.4 By June 30th a teacher may choose to be paid for noon hour supervision at the rate of \$12.50 per hour. Payment for noon hour supervision shall be made by July 31st.
 - 10.1.5 Noon supervision leave days may be carried over to the following year to a maximum of two (2) days.

10.2 **Extra-Curricular Leave**

- 10.2.1 Extra-curricular activities are considered to be those that are beyond the required hours of instruction and include the direct involvement of students.
- 10.2.2 Eligible extra-curricular activities shall be on a list approved by the Board of Education annually. Additions and deletions to the list are to be submitted to the Board for consideration by September 15th.
- 10.2.3 To recognize the commitment of teachers to extra-curricular programs and the students involved in them, teachers shall earn increments of one-half (0.5) day for every forty (40) hours of extra-curricular involvement to a maximum of two (2) days per academic year. Hours can be accumulated over two (2) years until an increment of one-half (0.5) day is earned. **An** earned maximum of two (2) days, one hundred sixty (160) hours shall be recognized in any school year.
- 10.2.4 The documentation of the accumulation of extra-curricular hours shall be submitted by the principal to the division office when increments are earned. The teacher may access the extra-curricular leave days as increments are credited.
- 10.2.5 Hours can be claimed with the following considerations:
 - 10.2.5.1 To a maximum of six (6) hours/day on a school day Monday to Thursday.
 - 10.2.5.2 To a maximum of twelve (12) hours/day on a Friday, Saturday or Sunday.
- 10.2.6 Extra-curricular leave days to a maximum of three (3) days may be carried over to the following year. By June 30th a teacher may choose to be paid for earned extra-curricular days (or portion thereof) at the rate of substitute teacher pay. Payment for extra-curricular leave shall be made by July 31st.

10.3 **Access to Supervisory Leave Days**

- 10.3.1 When a teacher requests a supervisory leave day (noon supervision or extra-curricular), it shall be scheduled in consultation with the principal. In order to provide appropriate staff in each school, criteria shall apply to decisions regarding when leave may be taken. When permission is granted by the principal, the decision shall be made upon but not limited to the following guidelines:
 - 10.3.1.1 The decision must always consider the best interests of the students.
 - 10.3.1.2 It is understood that leave not be accessed on professional development days except under extenuating circumstances and approved by the Superintendent of Human Resources.
- 10.3.2 **A** maximum of seven (7) supervisory leave days may be used in any school year. These may be any combination of days earned for noon supervision, days earned for extra-curricular supervision and/or days carried over from the preceding year.
- 10.3.3 Supervisory leave days accumulated under legacy agreements, as of the effective date of this agreement, shall be recognized in the first year.
- 10.3.4 Supervisory leave time shall be recognized based on the fraction of days accumulated in the legacy agreements at the effective date of this agreement.

ARTICLE 11 RELEASE TIME FOR ELECTED OFFICIALS

- 11.1 The parties agree that from time to time, teachers may be required to attend to Sun West Teachers' Association business. Such leave may be granted subject to reimbursement by the Sun West Teachers' Association of the teacher's salary and benefits.
- 11.2 The Sun West Teachers' Association shall submit to the director or designate the plan for approval for the use of up to fifty (50) days of release time per school year.

ARTICLE 12 ADMINISTRATIVE LEAVE FOR HUTTERIAN PRINCIPALS

- 12.1 Hutterian principals shall be granted up to two (2) days administrative leave per school year.
- 12.2 Hutterian colony teaching staff shall use the religious holidays to do school related work or fulfill professional growth plans.

ARTICLE 13 TRAVEL RATES AND EXPENSES

- 13.1 For any Board requested travel where transportation is not provided (Career and Work Exploration, itinerant teacher travel, Sun West School Division meetings), teachers shall be paid at the approved division rate. This mileage shall be paid for sufficient vehicles to transport the teachers, assuming each vehicle is fully utilized.

ARTICLE 14 SALARY FOR SUBSTITUTE TEACHERS

- 14.1 The daily rate of pay for substitute teachers shall be equal to 1/197 of the annual rate of pay for Class III, Step 1.
- 14.2 On the fifth (5th) consecutive day and subsequent consecutive days teaching in the same position, the substitute teacher shall be paid 1/197 of his/her annual salary under the Provincial Collective Bargaining Agreement according to experience and education.
- 14.3 Teachers who job share, as defined by Board Policy, and substitute for each other shall receive their regular pay.

ARTICLE 15 EMPLOYMENT INSURANCE REBATE

- 15.1 The Board shall pay directly to each teacher his/her portion of the Employment Insurance premium reduction rebate, and payment shall be made no later than June 1st.

ARTICLE 16 TEACHER TRANSFERS

- 16.1 The Board supports the principle that teaching and administrative transfers be designed to best utilize the professional strengths of the teacher, best serve the needs of the students within the Sun West School Division and remain cognizant of and sensitive to the individual needs of the teacher involved.

ARTICLE 17 GRIEVANCE PROCEDURE

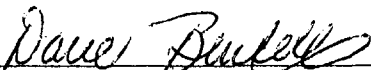
- 17.1 For the purpose of this article, a grievance shall be as defined in *The Education Act, 1995*. This article is to deal with any questions regarding the interpretation, application or alleged violation of any article or sub-article of this agreement. It is believed that the best way to handle disputes or grievances is to encourage a focus on open communication between the parties involved.
- 17.2 Disputes Between a Teacher and the Board
- 17.2.1 Informal
- 17.2.1.1 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.
- 17.2.1.2 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.
- 17.2.2 Formal
- 17.2.2.1 Step 1 – If a dispute still exists after the meeting, the teacher(s) involved shall refer the matter in writing to the Grievance Committee. The Committee shall consist of two members of the Sun West Teachers' LINC and two members designated by the Board. The written grievance must state:
- 17.2.2.1.1 The article of the agreement infringed upon or claimed to have been violated;
- 17.2.2.1.2 The nature of the grievance and the circumstances from which it arose; and
- 17.2.2.1.3 The resolution being sought.
- 17.2.2.2 The written grievance shall be submitted to the director or designate within ten (10) teaching days of the individual having access to the information that would make them aware of the alleged act causing the grievance. The Grievance Committee shall meet and provide a decision to the aggrieved within ten (10) teaching days of receipt of the grievance.
- 17.2.2.3 Step 2 – If the aggrieved is still dissatisfied, the individual may within fifteen (15) days submit the grievance to arbitration as provided for in *The Education Act, 1995*.

ARTICLE 18 SPECIAL ALLOWANCES

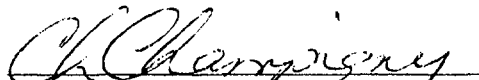
- 18.1 A teacher employed by the Board and appointed to the position of Supervisor of Technology shall be paid an allowance equal to fifteen per cent (15%) of salary. The allowance shall be pro-rated for positions of less than full time.
- 18.2 A teacher employed by the Board and appointed to the position of Consultant shall be paid an allowance equal to ten per cent (10%) of salary. The allowance shall be pro-rated for positions of less than full time.
- 18.3 A Consultant is defined as a teacher in a position requiring the majority of time being spent doing administration, coordination and supervision of division level programs and/or personnel.
- 18.4 When professional license and/or membership in a professional organization must be maintained as a condition of employment, with the exception of STF fees, the Board shall pay one hundred per cent (100%) of the license and/or membership fee.

Signed this 30th day of October, 2007.


SIGNED on behalf of the Teachers of the Sun West School Division No. 207 of Saskatchewan



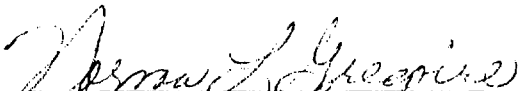
Dave Burkell
Chairperson



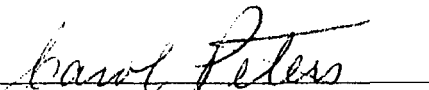
Chantie Champigny
Teacher Representative



Norman Cline
Teacher Representative

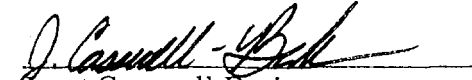


Norma Gregoire
Teacher Representative




Carol Peters
Teacher Representative

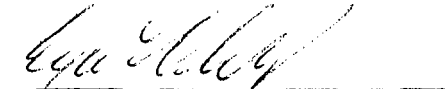
SIGNED on behalf of the Board of Education of the Sun West School Division No. 207 of Saskatchewan



Janet Casswell-Beckmann
Director of Education



Maureen Sample
Superintendent of Business



Lyfe Neher
Superintendent of Human Resources



LETTER OF UNDERSTANDING

Between

The Board of Education of the Sun West School Division No. 207 of Saskatchewan

And

The Teachers of the Sun West School Division No. 207

Re: Special Allowances

The parties agree that:

Any teacher in a designated position who is in receipt of a special allowance under a legacy agreement prior to the signing of this agreement and who will not receive a special allowance as provided in Article 18 shall continue to receive the allowance provided for in the legacy agreement, for the duration of his/her term in the designated position.

Signed this 30th day of October, 2007.

Signed on behalf of the Teachers of the Sun West School Division No. 207

Dave Turley Carol Peters
Norma J. Greigier
Thompson Shirley Allen

Signed on behalf of the Board of Education of the Sun West School Division No. 207

E. A. [Signature]
[Signature] ||
J. Caswell-Bak
McKeith