

Christ the Teacher

Roman Catholic Separate School Division #212

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

September 1st, 2009 – August 31st, 2011

13792(02)

Christ the Teacher Roman Catholic Separate School Division #212

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

THIS AGREEMENT

made at Yorkton in the Province of Saskatchewan this 29th day of June, 2009.

BETWEEN

THE BOARD OF EDUCATION

of the Christ the Teacher Roman Catholic Separate School Division # 212,
hereinafter called "**THE BOARD**";

AND

THE TEACHERS

employed by the Christ the Teacher Roman Catholic Separate School Division # 212,
hereinafter called "**THE TEACHERS**."

THIS AGREEMENT shall be the Local Agreement between the parties hereto as provided by
The Education Act, 1995.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as are given to them in *The Education Act, 1995* and *The Interpretation Act*.

Hereinafter "Director" shall mean the Director of Education acting on behalf of the Board of Education of the Christ the Teacher Roman Catholic Separate School Division # 212.

Unless otherwise stated, the terms and conditions agreed to in this Agreement shall be prorated for part-time teachers.

1. TERM OF THE AGREEMENT

- 1.1 This Agreement between the Board and the Teachers shall come into effect **September 1, 2009**, and shall remain in effect until **August 31, 2011**, or until revised according to provisions contained herein.

2. SECTION 2 - REVISION OF THE AGREEMENT

- 2.1 This Agreement shall come into effect **September 1, 2009**, and shall remain in effect until **August 31, 2011**, and thereafter until revised in accordance with *The Education Act, 1995*.
- 2.2 Provided that the parties to the Agreement agree, by mutual consent, they may revise any provision in the agreement during the term of the Agreement.
- 2.3 Should any of the provisions of the Agreement be found to be contrary to the provisions of any law, **now** or hereafter enacted, this Agreement shall not be abrogated, but will be subject to such amendments **as** may be necessary to bring it into conformity with the law.

3. SECTION 3 - SABBATICAL LEAVE

- 3.1 The Director may grant a Sabbatical Leave to a teacher not to exceed one (1) academic year and not to be less than one (1) university semester.
- 3.2 To be eligible for Sabbatical Leave, the teacher shall have completed at least six (6) years of service with the Division.
- 3.3 To qualify for Sabbatical Leave, the teacher shall pursue **an** educational program to satisfy a particular need in the Division or to acquire additional education for a special assignment **as** initiated by the Director.
- 3.4 Applications for leave **under** this section shall be submitted to the Director not **later** than March 1 or six (6) **months** before the commencement date **of** leave. The Director will notify **the** teacher of his/her decision **within six weeks** of the **final date** for applications. **With** two weeks of receiving notification from the Director **granting** leave, the teacher *shall* acknowledge, in writing, acceptance **or** rejection of the leave.
- 3.5 The teacher shall agree, in writing, to return to the employ **of** the Division for a period of at least two (2) years following the completion of the leave, **and** in the event of default, to refund to the Division that portion of the award received which is directly proportional to the unfulfilled time commitment.
- 3.6 The Director may waive any of the above requirements.
- 3.7 The teacher, upon returning to the Division following leave **will**, if possible, be placed in a position where the teacher's improved qualifications can be best utilized.
- 3.8 Should a teacher die or become disabled while on leave or during the period of commitment there shall be no liability on the family or estate **or** any other person for repayment of the award.
- 3.9 During the period in which a teacher is on Sabbatical Leave, the teacher shall be paid monthly, on a prorated **basis**, equal to 60% of the basic salary, excluding allowances. At the discretion of the Director, the salary for Division initiated Sabbatical Leaves may be paid at a higher level.

3.10 The period of the leave shall not **be** credited for experience or incremental purposes.

4. SECTION 4 - PROFESSIONAL ADVANCEMENT BURSARIES

4.1 The Director shall grant Professional Advancement **Bursaries** in accordance with Administrative Procedure 428 - Teacher Training Bursaries. (Refer to CTT website under Administration-Procedures Manual - AP428).

5. SECTION 5 - CONFERENCE LEAVE

5.1 A teacher requesting leave to attend a conference, convention, workshop, seminar or to visit other schools/school divisions for an educational purpose shall apply to the Principal for approval.

5.2 Effective September 1, 2009, the maximum amount payable to a teacher for **an** approved Conference Leave shall include leave with salary on n o d working days, and shall include the registration fees, travel, accommodations, parking and meals according to the schedule **as** follows:

5.2.1 Accommodation allowance:

5.2.1.1 One teacher: actual costs of accommodation, including taxes to a maximum of \$110 (to \$130) per day;

5.2.1.2 Two teachers: actual costs of accommodation, including taxes to a **maximum** of \$125.00 (to \$145) per day.

5.2.2 **Travel Allowance:** Provincial Government Rates effective September 1 of the current year.

5.2.3 **Meal Allowance:** Provincial **Government** Rates effective September 1 of the current year.

5.2.4 **Registration Fees (excluding membership fees):** actual costs will be reimbursed.

5.2.5 **Parking Allowance:** actual costs will be reimbursed.

5.3 Claims for allowance shall be supported **by** receipts for registration, accommodation, and parking. The maximum a teacher may claim for accommodation **in** a private home not supported by a receipt is \$40.00 per day.

5.4 Part-time teachers shall not receive additional salary while on Conference Leave unless the Director has requested the teacher attend the conference.

5.5 The salaries of substitute teachers shall be paid from the Division's substitute teacher fund.

5.6 Allowance in 5.2 and 5.3 shall also apply to teachers taking Conference Leave at the **request of** the Director.

5.7 The teacher shall be reimbursed for conference expense claims within fifteen (15) days of receipt of the claim by the Division Office.

To fund the cost of Conference Leave the Director **will** budget annually a **sum** of \$400.00 per teacher for the 2009-10 academic year and \$410.00 per teacher for the 2010-11 academic year, excluding Principals and Vice-Principals.

5.8 To fund the cost of the Principal's and Vice-Principal's Conference Leave, the Board **will** budget annually an amount determined by the Director.

5.9 The Director will maintain ongoing separate records of the expenditures for Conference Leaves for the teachers and for the Principal and Vice-principal in each school.'

6. SECTION 6 - SPECIAL LEAVES

Leaves granted in ~~this~~ section may only be taken in half or **full** day increments.

Teachers applying for leave **under** this **section shall** provide sufficient **information** to enable the Principal and Director to make an **informed** decision.

The leaves **as** negotiated between the Teachers and their employer in this agreement are not intended to comprise **an** exhaustive list. Nor does this agreement contemplate that every situation where a teacher desires leave would necessarily be paid by the employer. Rather, it is intended to address the vast **majority** of leave situations in a caring **and** compassionate **manner** which is **fair** to **both** the teacher and **the** employer.

6.1 LEAVE OF ABSENCE WITH SALARY

One (1) day Leave of Absence with Salary may be granted to teachers for each of the following reasons:

6.1.1 To act **as** a delegate, or in another **official** capacity, at conventions or meetings of education organizations.

6.1.2 To attend music, **art** or drama festivals, and **religious** or athletic activities, at which the teacher's presence is required.

6.1.3 To attend important meetings of voluntary **community** and church organizations in which the teacher holds a key office.

6.1.4 To attend convocations, graduations, weddings or major anniversaries involving self; spouse, sons, daughters, or parents.

6.1.5 The Director may grant additional Leave of Absence with **Salary** should circumstances warrant.

6.2 LEAVE OF ABSENCE WITHOUT SALARY

- 6.2.1 The Director may grant a long-term Leave of Absence Without **Salary** for a term not to exceed one (1) academic year. Applications for long-term leaves shall be submitted in writing to the Director by the fifteenth day of April in the year in which leave is to commence and the Director shall notify the teacher of his/her decision by the fifteenth day of May following the application by the teacher.
- 6.2.2 Where long-term leaves are approved, a Leave of Absence Agreement shall be completed by the Director and the teacher, setting forth conditions of the leave **as well as** any return requirements and commitments. Upon returning from a long-term leave, the teacher will, if possible, be placed in the same position or area of specialty.
- 6.2.3 Short-term Leaves of Absence Without Salary may be granted by the Director for a period not exceeding five (5) school days upon written application by the teacher and on the recommendation of the Principal.

6.3 LEAVE OF ABSENCE LESS SALARY FOR SUBSTITUTE

Upon request of the teacher and on the recommendation of the Principal, the Director may grant personal leave of up to two (2) calendar days in one school year under this clause. For a Leave of Absence Less Salary for Substitute, the Division will **deduct** an amount equivalent to the **salary** of a substitute teacher, prorated for a part-time teacher, for the period the teacher is absent.

6.4 BEREAVEMENT LEAVE

Bereavement Leave with *salary* shall be granted to a teacher **as** follows:

- 6.4.1 Up to five (5) teaching days for the death of a spouse, fiancé, child, parent, brother, sister, **or** parent of the spouse.
- 6.4.2 Up to **three** (3) days for the death of a brother-in-law, sister-in-law, niece, nephew, **cousin**, aunt, uncle or grandparent of the teacher or the teacher's spouse, or of another person who is a member of the teacher's household.
- 6.4.3 Bereavement Leave with salary up to one (1) **full** day may be granted to attend a funeral **as** a pallbearer or **as** a mourner.
- 6.4.4 The Director may grant additional Bereavement Leave with *salary* should circumstances warrant.

6.5 COMPASSIONATE LEAVE

Compassionate Leave with salary shall be granted in the case of absence necessitated by life threatening illness, **injury**, or major surgery **as** follows:

- 6.5.1 Up to five (5) teaching days in one school year in the case of spouse, fiancé, child, parent, parent of the spouse, brother, or sister.
- 6.5.2 No more than five (5) days in total per teacher **will** be granted in one school year.

6.5.3 Upon written application, the Director may grant Compassionate Leave in excess of five (5) days where such leave is justified to the Director.

6.6 FAMILY LEAVE

6.6.1 Upon the request of the teacher, and on the recommendation of the Principal, the Director may grant Family Leave with salary of up to two (2) school days in one school year to:

6.6.1.1 care for a sick dependent child, or

6.6.1.2 accompany a dependent child or a dependent parent for medical treatment or appointment. Dependent parents are defined as living in the teacher's home, in a care home, or receiving continuous home care, or

6.6.1.3 accompany a spouse to a non-routine medical appointment or procedure when a serious illness, injury, treatment or surgery (non-elective) when the teacher's presence is required to train for follow-up care or to provide transportation. Verification by a medical practitioner may be requested.

6.6.2 EXTENDED FAMILY LEAVE:

6.6.2.1 In special circumstances involving serious chronic illness of child or spouse, an extension to 6.6.1- Family Leave with salary of up to five (5) additional days in one school year may be approved by the Director when a teacher is required to attend multiple medical appointments with his/her child or spouse in order to assist in the effective management of the illness.

6.6.2.2 Subsequent to 6.6.2.1, responsibility for Extended Family Leave will be shared between the Division and the teacher on an alternating basis. The first day (beyond 6.6.1) will be approved as Extended Family Leave with salary, the second as personal leave (less salary for substitute, day-in-lieu, or leave without salary) at the option of the teacher, the third day as extended Family Leave with salary, and so on to a maximum of five (5) additional days of Extended Family Leave with salary.

6.7 EMERGENCY LEAVE

Upon the request of the teacher, and on the recommendation of the Principal, the Director may grant Emergency Leave with salary of up to one (1) school day in one school year:

6.7.1 To permit the teacher to attend to a family or household emergency, or

6.7.2 When roads are extremely hazardous and/or impassable for teachers living outside the community in which they teach.

6.8 NEGOTIATION LEAVE

A teacher certified as a bargaining representative of a teacher local negotiating committee shall suffer no loss in salary for time necessarily absent from his/her teaching duties for the purpose of:

6.8.1 Training and/or participating in negotiations with the Director.

6.8.2 Participating in mediation, conciliation or arbitration proceedings.

6.9 PATERNITY LEAVE

6.9.1 Upon application to the Director a teacher shall be granted Paternity Leave of

6.9.1.1 one (1) calendar day with salary to attend the birth of **his** child if the birth occurs on a school day;

6.9.1.2 one (1) calendar day with salary to be present if the mother and child return from the hospital on a school day.

6.9.2 The Director may grant additional Paternity Leave with salary should circumstances warrant.

6.10 MATERNITY LEAVE

Maternity Leave shall be granted in accordance with the provisions of the *Labour Standards Act*. (See Appendix A which is not part of this Agreement)

6.11 ADOPTION LEAVE

6.11.1 Adoption Leave shall be granted in accordance with the provisions of the *Labour Standards Act*. (see Appendix B which is not part of this Agreement)

6.11.2 Upon application to the Director, a teacher shall be granted leave of

6.11.2.1 one (1) calendar day with **salary** to attend the birth of the adoptive child if the birth occurs on a school day,

6.11.2.2 one (1) calendar day with **salary** to bring the child home if on a school day.

6.11.3 The Director may grant additional Adoption Leave with salary should circumstances warrant.

6.12 PARENTAL LEAVE

Parental Leave shall be granted without salary in accordance with the provisions of the *Labour Standards Act* (See Appendix C which is not part of this Agreement)

6.13 COMPASSIONATE CARE LEAVE

Compassionate Leave shall be granted without **salary** in accordance with the provisions of the *Government of Canada Employment Insurance Act*. (See Appendix D which is not part of this Agreement)

7. SECTION 7 - SUBSTITUTE TEACHERS SALARY

7.1 Effective September 1, 2009, substitute teachers shall be paid a daily salary (prorated for part-time substitute teachers) of \$220.00 per day. At any time that the salary rates in the Provincial

Collective Bargaining Agreement increase, the substitute rate shall increase, on the same date, by the average percentage increase in the Provincial Collective Bargaining Agreement.

- 7.2 Effective the sixth day of any period of uninterrupted teaching service in one position, a substitute teacher shall be paid on the basis of qualifications and experience under the current Provincial Collective Bargaining Agreement.
- 7.3 The cut off for substitute teacher pay periods is the end of the month. Payment of the salary earned in each period shall be no later than five days after month end.

8. SECTION 8 - PAY PERIODS

- 8.1 Teachers, except substitute teachers, will have the option to receive their full annual salary in either ten (10) pay periods, September to June or twelve (12) pay periods, September to August.
- 8.2 Notice of intention to change to or from either a ten (10) or twelve (12) pay period, must be filed with the Secretary-Treasurer, no later than June 30 of each year, to take effect in the following school year. No notification will mean the pay schedule will be the same as the previous year. Changes to payroll pay periods will not be permitted during the current school year.
- 8.3 Monthly salary payments shall be made to teachers, by direct bank deposit, on the 27th of the month. When the 27th falls on a statutory holiday or weekend payment shall be made on the last banking day prior to the 27th.

9. SECTION 9 - SPECIAL ALLOWANCES

- 9.1 A teacher who is appointed to a Coordinator position by the Director shall receive an annual allowance of \$7,500.00 paid at the same intervals as the teacher's salary.
- 9.1.1 A Coordinator is defined as a teacher designated by the Director to support and supervise professional and support staff, to provide leadership in program planning and evaluation, to consult with external agencies, and to perform other duties as determined by the Director.
- 9.2 A teacher who is appointed to a Consultant position by the Director shall receive an annual allowance of \$5,000.00 paid at the same intervals as the teacher's salary.
- 9.2.1 A Consultant is defined as a teacher designated by the Director to provide support to staff and/or program in a specific curricular area or assignment either within a school or throughout the Division as determined by the Director.
- 9.3 A teacher who is appointed to a Network Administrator position shall receive an annual allowance of \$2,000.00 paid at the same time intervals as the teacher's salary.
- 9.4 In the case of part-time teachers, the allowances in 9.1, 9.2, and 9.3 above shall be prorated according to the teacher's contract percentage.
- 9.5 A teacher designated by the Director to teach in more than one school per day within one community shall be paid a taxable allowance of \$6.50 per day travelled.
- 9.6 A teacher designated by the Director to teach in more than one community shall be reimbursed at the Board mileage rate for out-of-town travel.

9.7 The Director shall establish an annual fund of \$250.00 for each elementary school, \$500.00 for St. Henry's Senior School, and \$2,000.00 for Sacred ~~Heart~~ High School to compensate teachers for out-of-pocket expenses incurred while conducting approved extra-curricular activities.

10. SECTION 10 - NOON SUPERVISION

10.1 Noon supervision may be provided by teachers, paraprofessionals or volunteers. For the purpose of this agreement, "noon supervision" shall mean only the approved supervision of unorganized student activities, such as lunchroom supervision, hallway supervision and yard supervision, during the lunch period.

10.2 Staff will be given the first opportunity to volunteer for noon supervision before community people are asked to provide these services.

10.3 Noon supervision for teachers shall operate in accordance with the following guidelines:

10.3.1 At the beginning of the school year, teachers will make their commitment regarding noon supervision known to the principal.

10.3.2 Commitment to do noon supervision is for the whole school year.

10.3.3 The principal or designate, in meeting the needs of the school, is responsible for organizing and scheduling noon supervision.

10.3.4 Teachers are expected to undertake the assigned noon supervision duties in a professional manner.

10.4 The Division shall provide the following recognition to teachers who perform noon supervision.

10.4.1 A teacher will earn one day of Earned Personal Leave (Day-In-Lieu) for every 9.5 hours (570 minutes) of scheduled noon supervision service. Minutes supervised as per schedule shall equal minutes credited for days in lieu.

10.4.2 When possible, a teacher requesting an Earned Personal Leave shall submit an Application for Leave form to the principal at least three days in advance of commencement of said leave.

10.4.3 Earned Personal Leave may only be taken in half or full day increments.

10.4.4 Unless the principal gives approval, no more than one teacher from each school may take leave at any one time.

10.4.5 Earned Personal Leave will not be granted before September 15 or after June 15 in any school year unless approved by the Director.

10.4.6 Teachers may carry over a **maximum** of five days of Earned Personal Leave to the next school year.

10.4.7 Teachers may request to receive payment for days accumulated in the provision of noon supervision. The Division shall pay teachers, for each day earned, one day of salary **equal** to the current daily rate for substitute teachers. Teachers are not required to request payment for all days accumulated in the provision of noon supervision. Payment **will** be included in the June payroll of the current school year.

10.4.8 Earned Personal Leave earned by voluntarily performing noon supervisory duties is a means by which teachers can accrue additional paid leave which can then be used to supplement the Leaves identified in this agreement and/or provide Leave to teachers in situations not covered by this agreement.

11. SECTION 11 - C.T.A. REBATES AND FEES

11.1 The Division shall make a monthly rebate to the Christ the Teacher Association, on behalf of the teachers in its employ who qualify for the rebate, **an amount equal** to 5/12 of any premium reduction earned by the Division. Should **Human Resources Development Canada** amend the **act** to either increase, decrease, or eliminate the rebate, then this clause **will** be deemed to be similarly amended.

11.2 The Division shall deduct a membership fee set **annually** by the local association. This fee shall be deducted **from** each teacher's **salary** over 10 **equal** instalments (September through June).

11.3 The Division shall, by the 10th day each month, deposit **all funds** collected in the previous month **m** accordance with **Sections** 11.1 and 11.2 to the bank account designated by the Christ the Teacher Association.

12. SECTION 12 - GRIEVANCE PROCEDURE

12.1 For the purpose of this section a "grievance" shall be defined as in Section 2 of *The Education Act, 1995*.

12.2 When a teacher has a grievance, the teacher shall refer it in writing to the Chairperson of the Teacher's Local Implementation and Negotiations Committee who shall, upon receipt of the notice **of** grievance, contact the Director within seven (7) days and arrange to resolve the grievance **as** provided for in *The Education Act, 1995*.

12.3 If the grievance is not resolved, either party may refer the matter for arbitration in accordance with the provision of *The Education Act, 1995*.



SIGNATURES:

IN WITNESS whereof the signing officers of the respective parties **affixed** their signatures this 29 day of June 2009.

SIGNED on behalf of the **Board of Education for the Christ the Teacher Roman Catholic Separate School Division No. 212.**

Jerome Niesgoda.
Board Chair

[Signature]
Director of Education

SIGNED on behalf of the **Teachers of the Christ the Teacher Roman Catholic Separate School Division No. 212.**

[Signature]
LINC Chairperson

[Signature]
Teacher

[Signature]
Teacher

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Teacher

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Teacher

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Teacher

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