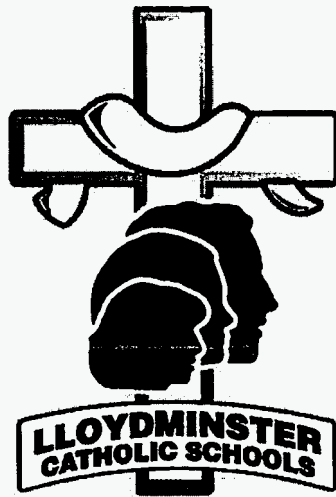


# Lloydminster Roman Catholic Separate School Division #89

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Local Collective Bargaining Agreement for  
Teachers (LINC)

13919(01)

# **Lloydminster Catholic Schools**

## **Local Collective Bargaining Agreement for Teachers**

This agreement is made:

### **BETWEEN**

The Board of Education of the Lloydminster Catholic School Division No. 89 of Saskatchewan, hereinafter called "the School Board"

### **AND**

The Bargaining Committee appointed by the Teachers of the Lloydminster Catholic School Division No. 89 of Saskatchewan, hereinafter called "the Teachers," negotiated 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 are 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.

## **1. Term of Contract**

- 1.1** This agreement shall be in effect from August 1, 2008 to July 31, 2011.
- 1.2** Negotiations may be opened at any time by mutual agreement of the two parties.
- 1.3** An annual meeting shall be scheduled in February of each year, for the duration of this agreement, at a mutually convenient time. The purpose of this meeting shall be to review the effectiveness of recent clauses enacted, to discuss possible areas for Administrative Procedure development and to identify potential areas for consideration in future agreements.

## **2. Leave of Absence With Pay for Professional Advancement**

- 2.1** When the Director of Education grants leave of absence with pay to a Teacher under Section 237(2)(a)(ii) of The Education Act 1995 and the purpose of the leave is professional advancement for the Teacher, whether known as sabbatical leave, educational leave, professional leave, paid or otherwise, the terms and conditions of this section shall apply.
- 2.2** For the purpose of this section, leave shall be classified as long, medium, and short term. "Return Service" shall mean the undertaking of the Teacher to return to the employ of the School Board for a stated period of time immediately following the leave. "Annual rate of pay" shall mean the basic salary the Teacher would have

received, by teaching during the **period** of leave, excluding administrative or other special allowances.

## **2.3 Long Term Leave**

When leave is granted to a Teacher for a term considered sufficient for the completion of a year of university education, but not **exceeding** fourteen consecutive months, the following terms shall apply:

**2.3.1** If the Teacher **has** at least **Class III** or Probationary Standing for salary purposes and the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be **within** a range **from** one-third to three-quarters of the Teacher's **annual** rate of pay. The Teacher shall undertake two years of **return** service.

**2.3.2** If the Teacher **possesses** a Saskatchewan professional teaching certificate, and the leave is granted in order that the Teacher may obtain special qualifications designed primarily to satisfy a particular need for such **qualifications in the** school system, and the program is approved by the Director of Education, the rate of pay during the leave shall be not less than three-quarters of the Teacher's annual rate of pay. The Teacher shall undertake three years of return service.

## **2.4 Medium Term Leave**

When leave is granted to a Teacher for a term considered sufficient for the completion of one semester of university education, but not **exceeding six** consecutive months, the following terms shall apply:

**2.4.1** If the Teacher **has** at least Class III or Probationary **Standing** for salary purposes **and** the purpose of the leave is professional upgrading on a program approved by the Director of Education, the rate of pay during the leave shall be within **a** range **from** one-third to three-quarters of the Teacher's annual rate of pay. The Teacher shall undertake one years of **return** service.

**2.4.2** If the Teacher possesses a Saskatchewan professional teaching certificate, and the leave is granted in order that the Teacher may obtain special qualifications designed primarily to satisfy a particular need for such qualifications in the school system, **and** the program is approved by the Director of Education, the rate of pay during the leave shall be not less than **three** quarters of the Teacher's **annual** rate of pay. The Teacher shall undertake two years of return service.

## **2.5 Short Term Leave**

**When** leave is granted to a Teacher for **a** term of one month or less for the purpose of conducting research, acquiring information through visiting **other** school systems, attending educational conferences contributing to the professional growth of the Teacher,

or other purposes **related** to the welfare of the school system, the Teacher **shall** suffer no loss of pay during the **period** of absence. The Teacher shall be reimbursed for his/her actual **expenses** in carrying out the intent of the leave. Return service will not be involved.

- 2.5.1** Should the Teacher fail to successfully complete the program approved **as** a condition of the leave, the Teacher **shall** undertake to refund the full amount of the payments made to **him** under **this section** together with interest at the prime bank-lending rate prevailing at the time the leave was **granted**. The refunding **shall** commence no later than one year following the date of **the** Teacher's return to the employ of the School Board. Should the Teacher successfully complete the **educational** requirements of the approved program during **this** first year of return service, such action will be deemed to have satisfied the conditions of the leave, and no repayment of **funds will** be **required**. Notwithstanding the foregoing, in the event of partial completion of the approved program, the **School Board** may, in its discretion, waive in full or in part the repayment of funds paid under this section.
- 2.5.2** Should the Teacher fail to comply with **his** undertaking regarding **return** service, he **shall** refund the full amount of the payments **made to him** under this section together **with** interest at the prime bank-lending **rate** prevailing **at** the time the leave **was granted**. In the event there is partial compliance regarding **return** service, the amount of the **refund** shall be determined on a prorated basis. Notwithstanding the foregoing, the **School Board** may, in its **discretion**, waive compliance by the Teacher in whole or in part.
- 2.5.3** Except in the **case** of short-term leave, a Teacher **shall** apply for leave of absence under **this** section no later than **six** months prior to the proposed commencement of the leave. The **School** Board shall **notify** the Teacher within **six** weeks of the **final** date for application, and the Teacher shall **confirm his** acceptance or rejection of the leave within two weeks of being notified of it.
- 2.5.4** Should **a** Teacher die while on leave of absence under **this** section 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.
- 2.5.5** Upon return to teaching following a leave of absence under **this section**, the Teacher shall be placed in the position where, in the opinion of the School Board, **his** improved qualifications **can** best be utilized.
- 2.5.6** Where a leave of absence is **granted** under **this** section, the Teacher and the School Board shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

### **3. Pay for Substitute Teachers**

- 3.1** A Substitute Teacher shall receive a daily salary of 1/197 of the minimum salary for **Class III** as set out by the Provincial Bargaining Agreement in effect.

- 3.2** Commencing on the eleventh teaching day in any period of uninterrupted employment, replacing the same teacher, the per diem *salary* for a Substitute Teacher shall be one one hundredth ninety seventh (1/197) of the **annual** rate that would be payable to the same teacher under **the Provincial Salary Agreement** if he or she **were** employed under a regular full-time contract. **And** payment at the rate shall be **retroactive to the first day** the substitute teacher assumed responsibilities in replacement of the assigned teacher.
- 3.3** The per diem salary fractional calculation will be reviewed **each** year after the Minister of Education's announcement concerning the number of days in the upcoming **school year**.

#### **4. Pay Periods**

- 4.1** Each Teacher shall have the option of being paid on a ten-month or a twelve-month basis provided that the Superintendent of Administration receives notification of change before September 15 for the beginning of the school **year**.

#### **5. Special Allowances for Teachers**

- 5.1** Teachers who **are** required to **use** their personal vehicles on a **daily** basis, in the discharge of their duties, shall be reimbursed at a **minimum rate of \$165.00/month**.
- 5.2** When a teacher is authorized to carry **out** duties, on behalf of the **Board** of Education, expense remuneration shall be at the rates established by the Board of Education for themselves and administration at the organizational meeting in November of **each year**.
- 5.3** ~~Expenses~~ for school-based professional development **shall be reimbursed at the rates** established by **each** school's Professional Development Committee **as funds are** decentralized to the schools.

#### **6. Public Liability and Property Damage Insurance**

- 6.1** The School Board will provide non-owned auto insurance, which will cover third party liability including passengers and property of others, but **the** driver himself is responsible for his own damage.

#### **7. Grievances**

- 7.1** That a joint grievance committee be established consisting of the following people: 1) LINC Chairperson 2) STF Counsellor 3) School Board Chairperson 4) School Board Vice-Chairperson or designate.
- 7.2** When a Teacher has a grievance or complaint with respect to an alleged breach of a specific section or sub-section of this Agreement, or requests an interpretation of a specific section or sub-section of this Agreement, the Teacher may refer it to the Chairman of the Teachers' Local Implementation and Negotiation Committee in writing within thirty working days of the alleged infraction.

**7.3** The **Chairman** of the **Teachers' Committee**, upon receipt of written notice of a grievance, shall contact the **Chairman** of the School Board within three **days** and arrange to resolve the grievance.

## **8. Leaves of Absence**

### **8.1 Compassionate Leave of Absence**

Compassionate leave of absence shall be specifically defined as permission of an employee to be absent from duty for the express reason of serious illness, **serious** accident or death of an immediate member of his/her family. Immediate family shall be interpreted as consisting of the following relationships only:

Husband, wife, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, step-mother, step-father, step children, step-siblings, aunt, uncle, niece and nephew.

The employee's administrator shall submit to the Director of Education, on the **form** prescribed or by letter, the nature of the affliction and the relationship of the family member. The Director may require proof of family affliction **and** reserves **the** right to withhold remuneration for the leave period pending satisfactory proof. **In an emergency** situation, where time is a limiting factor, requests may be phoned in to the Principal or other administrator.

Up to **three** days compassionate leave of absence will permit with full pay. Upon the recommendation of the Director of Education, an additional two days may be granted. Further leave may be granted at the discretion of the Director of Education.

**8.1.1** The Director of Education may allow compassionate leave of absence for any other reason deemed warranted.

**8.1.2** **The** Director of Education shall grant one day with pay to act **as** active pallbearer, or eulogist. The Director of Education reserves the right to verify attendance.

### **8.2 Leave of Absence – Maternity, Parenting, and Adoption Leave**

**8.2.1** Maternity, Parenting, and Adoption Leave shall be granted as per the Labour Standards Act.

**8.2.2** The Director of Education may require proof of medical **fitness** prior to the Teacher's return to work

## 9. Leaves of Absence

### 9.1 Special Leave

The Director of Education shall grant leave without loss of salary for events **occurring** within one school year **which** include the following:

- 9.1.1 Attendance at graduation or convocation of self or spouse, child or parents (one day).
- 9.1.2 For the purpose of receiving a child who is **being** adopted by the **Teacher** (one day).
- 9.1.3 One day is provided for one of the following:
  - Attending to the need of a sick child, or
  - The health needs of a parent, **or**
  - Additional paternity day.

### 9.2 Personal Wellness Day

The Director of Education may grant leave for one Personal Wellness Day to attend appointments or address personal matters without loss of salary for events **occurring** within one school year with the following procedures:

- 9.2.1 Written applications shall be received by the Principal/ Director two (2) **weeks** in advance unless **extenuating circumstances arise**.
- 9.2.2 “Payouts” may be received for **unused** Personal Wellness Days, at the substitute rate with no **carry** over.

### 9.3 Flex Day

The Director of Education may grant leave for Flex time to **a maximum** of three days to address **personal** matters with substitute pay deducted from the teacher’s salary, under the following conditions:

- 9.3.1 A written request shall be made to the principal/Director at least two **weeks** in advance, **unless** extenuating circumstances arise.
- 9.3.2 One day of substitute teacher pay shall be deducted directly **from** the teacher’s salary, for each flex day utilized.
- 9.3.3 Approval of all personal leaves is contingent upon the availability of substitute teachers.
- 9.3.4 Flex time shall not be used in conjunction with EDO’s.

**9.3.5** Carry over shall **not** be allowed **from** one school year to the next.

#### **9.4 Exemplary Service Day**

The **Board** of Education shall **grant** all teaching and administrative personnel a day in recognition of exemplary service. This day shall be scheduled in the **annual school year calendar**.

#### **9.5 Administration Leave**

The Director of Education shall grant administrative leave according to the conditions outlined in Administrative **Procedure 420**.

#### **9.6 Negotiation Leave**

A Teacher **certified** as a representative of the Local Bargaining **Committee** shall suffer no loss in **salary** for time necessarily absent **from his** teaching duties for the purpose of participating in negotiations with **Trustee** representatives, participating in mediation, conciliation or arbitration **proceedings**.

#### **9.7 Leave for Civic Duty**

A **Teacher** shall be allowed leave with no loss of **monies when** subpoenaed to appear as a witness in court or to **act as a jury member**.

Any remuneration awarded by the court, over and above actual expenses **incurred** by the witness, shall be turned over to the employing School **Board**. The Teacher **will** receive the amount of remuneration awarded by the **court** if it exceeds the Teacher's **salary** in lieu of basic salary.

#### **9.8 Approved Leave**

The Director **of** Education may grant leave with or without pay for any request deemed reasonable.

#### **9.9 Leave From Assigned Duties**

Believing that the **needs** of the **students** are best served by the teachers who have been **hired** to fulfil those duties, the following criteria **are** deemed imperative when considering teacher leave of absence **from** the duties.

**9.9.1** Leave from duties shall not exceed **a period** of 5 consecutive teaching days, unless approval is received **from** the Director **of Education** for recognition of extraordinary, extenuating circumstances.

**9.9.2** Requests for leave of **three or more** days must meet the following criteria:

- Leave requests must be received by the principal a minimum of two weeks prior to **the** leave.



- ~~Final~~ approval is contingent upon availability of an appropriate substitute.
- A comprehensive instructional plan must be provided for consideration of the principal a minimum of one week prior to the leave.

**9.9.3** Flex days shall not be approved for use with ~~other~~ EDO's to accommodate holiday or other ~~travel-related~~ requests.

**9.9.4** A teacher who has ~~taken~~ leave from ~~assigned~~ duties for more than **10 days** during the course of a school year, for any reason other than ~~an illness~~, shall not be entitled to request leave under the Flex Day provision of this agreement.

## **9.10 Extended Leave of Absence**

The Director ~~may~~ grant an employee a leave of absence for up to one year without pay.

Applications for ~~such~~ leaves of absence ~~shall~~ be directed to the Director of Education not later than March 31 for leaves commencing at the ~~beginning~~ of the next school year, and ~~not later than~~ September 30 for leaves commencing January 1 or later.

Upon return from Leave of Absence, the Director of Education reserves the right to offer to the Teacher any position vacant in the jurisdiction, which may not necessarily be the one he/she left. However, every attempt will be made by the Director of Education to offer the Teacher a position that is suitable and acceptable to both parties concerned.

## **10. Remuneration for Noon Hour Supervision**

**10.1** In lieu of remuneration for noon hour supervision, ~~each~~ full-time teacher ~~shall~~ be granted ~~three~~ days personal leave (with pay) ~~per~~ school year or may be reimbursed for ~~unused days~~ at the substitute ~~rate~~. Remuneration is provided with the understanding that all teachers shall participate in noon hour supervision, ~~as assigned~~ by the Principal.

**10.2** Part-time teachers, who ~~are~~ included in the noon hour supervision schedule, will be remunerated according to the percentage of the days taught.

**10.3** ~~Three~~ days of ~~personal~~ leave with pay shall be granted with the approval of the Principal.

**10.4** Payment for supervision may be requested at Christmas Break (1 day "payout") and at June Break (2 day "payout") or June Break ("3 days payout"). Payment shall be made on the basis of a statement signed by the Principal.

**10.5** Teachers may roll over their ~~Earned Days Off~~ for a period of ~~two~~ years earning a total of five days which may be taken off at one period. Teachers taking this roll over option would forfeit one ~~Earned Day Off~~ for the Privilege of having five consecutive days away ~~from assigned~~ duties. Teachers would be allowed to receive substitute pay in lieu, ~~for~~ six days, if they chose this option ~~and~~ later decided not to utilize the release time.

- 10.6** A teacher who prefers not to participate in **noon** hour supervision may make a ~~written~~ request to the principal and Director of Education ~~that an alternate staff member assume noon hour supervision responsibilities.~~ Having made that request ~~the teacher fully acknowledges he/she shall forfeit all benefits associated with noon hour supervision including: three EDO's, on Personal Wellness Day and three Flex Days.~~
- 10.7** A teacher who agrees to assume responsibility for a colleague's noon hour supervision shall be entitled to a "payout" for three additional EDO's, at the substitute rate. Exchanges will only be considered if a **full** transfer of responsibilities for **noon** hour supervision is being requested. Teachers may not exchange apportion of their noon hour supervision.
- 10.8** In the event a teacher preferred not to participate in **noon** hour supervision, **contrary** to item 10.1, and a volunteer replacement wasn't available, the teacher making the request must decide whether to voluntarily agree to supervise, in accordance with item 10.1. Should **an** individual choose to exercise his or her right to a duty free lunch, contrary to item 10.1, the terms of **this** LINC agreement would become void **This** action would be deemed necessary given the fact that the accrual of EDO's ~~was~~ negotiated **as** a means to **address** issues surrounding flexibility in work schedule and personal wellness.
- 10.9** Personai leave ~~with~~ pay shall be granted with the approval of the Principal and the Director, pending confirmation ~~that~~ an appropriate substitute teacher is available.

## **11. Deferred Salary Leave**

The Board provides a Deferred Salary Leave Plan in accordance with Revenue Canada ~~Taxation~~ guidelines.

The Teacher may apply to the Director of Education referencing the guidelines outlined in Administrative Procedure 412.

## **12. Bursaries**

A bursary for tuition **fees**, to a maximum of \$800.00 per year, shall be granted for university classes or **courses** related to the current teaching assignment subject to the following conditions:

- 12.1** The teacher shall submit a letter of application to the Director of Education a ~~minimum~~ of five weeks prior to commencement of classes. The Director shall provide notification of approval **as soon as** possible following receipt of the application.
- 12.2** The course must be approved by the Director of Education, in order to be eligible for bursary support.

**12.3** The teacher shall **commit**, in writing to one year of **return service**, upon completion of the course.

### **13. Staff Meetings**

**13.1** A monthly division-wide early release shall be **granted** approximately one **hour** prior to the regular time for student dismissal. The specific time and **&#x26** of the release shall be **determined** through mutual agreement of the **Director** of Education and School Principals. **This** early release is based upon the understanding that a block of time is frequently required to address significant issues. Therefore approval of the early release is contingent upon **three** conditions:

- All staff members shall **commit** a minimum of 1.5 hours of their **own** time to these meetings.
- In-school administrators shall ensure the agenda addressed is of adequate importance to warrant the early release.
- The staff meeting agenda may include opportunities for **committee** work or professional development activities.

### **14. Recognition of Time in Lieu for Parent Teacher Interview (Special Circumstances)**

**14.1** The EDO's allocated for these special circumstances shall be in addition to the **EDO** allowed for full-time teachers.

**14.2** Specialist teachers (Band, Physical Education, Music, etc.) shall invite parents of students experiencing difficulty to attend interviews. Home room teachers or STAR teachers shall communicate requests **from** parents to meet with specialist teachers **so** that arrangements can be made to **meet** at a mutually convenient time.

**14.3** Teachers assigned half-time teaching responsibilities in conjunction with half-time LAT (Learning Assistance Teacher) responsibilities or full-time Kindergarten shall be provided one additional **EDO** in lieu of the first round of formal Parent Teacher Interviews.

**14.4** Half-Time teachers will be allowed a full EDO (**two** half-days) in lieu of their involvement in the first round of parent-teacher interviews. The additional half-day is being provided in recognition of the fact that half-time teachers **are** frequently required to conduct **as** many interviews **as** a full-time teacher. It is understood that they will have just **as** many students, but for a shorter **period** of time; therefore should receive equivalent recognition for the time **required** to conduct the interviews.

**14.5** Teachers who choose not to utilize the special circumstances **EDO** will receive a "payout", at the substitute rate, upon receipt of a written request.

**Signatures:**

Signed on behalf of the Teachers

Jacqueline Wilson  
Janette Hayes  
Herring  
Unfilodean  
Y. Lucas  
A. Cahes

Signed on behalf of the School Board

Liam McRitchie  
[Signature]  
Godd

Witness: [Signature]

Dated: Nov 19/08