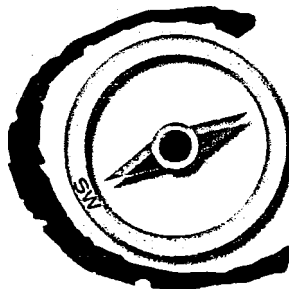


Chinook school Division

No. 211

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**LOCAL COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE CHINOOK SCHOOL DIVISION NO. 211
AND
THE TEACHERS OF THE CHINOOK SCHOOL DIVISION NO. 211
FOR THE PERIOD OF September 1, 2011 – August 31, 2014**



Chinook School Division

13921(02)

*This Agreement made at Swift Current
in the province of Saskatchewan
this 30th day of June 2011*

Effective September 1, 2011 - August 31, 2014

BETWEEN

**The Board of Education of the Chinook School Division No. 211 of Saskatchewan
Hereinafter called "the Board,"**

AND

**The Teachers of the Chinook School Division No. 211 of Saskatchewan under
provision of Section 231 of *The Education Act, 1995*, hereinafter called
"the Teachers."**

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The Chinook School Division No. 211 Local Collective Bargaining Agreement Between the Board and the Teachers

PREAMBLE

In consideration of harmonious relations of employment, the parties to this Agreement acknowledge the following with respect to the collective bargaining process:

1. Pursuant to Section 237(2)(a) and Section 237(2)(b) of *The Education Act, 1995* and unless otherwise amended for each and every collective bargaining agreement between the parties, bargaining collectively shall occur with respect to the following matters:
 - sabbatical leave for teachers;
 - education leave for teachers;
 - salaries for substitute teachers;
 - the duration of the local agreement;
 - pay periods for teachers; and
 - special allowances for teachers.
2. Pursuant to Section 237(2)(b) of *The Education Act, 1995* and unless otherwise amended, both parties of the bargaining committee may jointly agree to bargain collectively with respect to matters other than those mentioned in (1).
3. Pursuant to Section 237(6) of *The Education Act, 1995* and unless otherwise amended, a collective bargaining agreement between the parties shall not "contain terms regulating the selection of teachers, the courses of study, the program of studies or the professional methods and techniques employed by a teacher."

- 1.1 This Agreement negotiated in accordance with *The Education Act, 1995* shall be effective from September 1, 2011 to August 31, 2014 and shall remain in effect until replaced or revised.

3	TIC / PROFESSIONAL LEA	FEES	Section
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2.1 Local Association Days

- 2.1.1 The Chinook Teachers' Association (CTA) shall be assigned a maximum of twenty (20) days to conduct association business.
- 2.1.2 The substitute costs associated with the Local Association Days shall be shared equally between the Board and CTA.

2.2 Local Association Professional Leave

2.2.1 Local Association President

- 2.2.1.1 The president of the CTA and/or designate shall be granted release time to conduct the business of the local association. The release time for the president shall be up to 50%.
- 2.2.1.2 The percentage of release time for the president and/or designate for the coming year shall be determined by the CTA Executive in consultation with the Director or designate no later than March 31st.
- 2.2.1.3 The cost associated with the first 20% of the FTE release time shall be shared equally between the Board and the CTA. The remaining cost of the release time shall be the sole responsibility of the CTA.
- 2.2.1.4 The CTA shall reimburse the Board, in monthly installments, its share of the salary for its portion of the president and/or designate release time (or sub costs) according to the salary rate of the Provincial Collective Bargaining Agreement.

2.3 Negotiation Leave

- 2.3.1 Teachers of the CTA shall suffer no loss of salary for required absence from their regular teaching duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings which pertain to local negotiations with Chinook School Division.
- 2.3.2 The Board and CTA shall share costs associated with negotiations. Costs will be shared as follows:
- 2.3.2.1 The CTA shall be responsible for the costs of teacher travel and lodging.
- 2.3.2.2 The Board shall pay the costs associated with substitute teachers.
- 2.3.2.3 The CTA and the Board shall share the costs of the facilities and facilitators if warranted.

2.4 Membership Fees

- 2.4.1 All annual CTA membership fees will be deducted automatically by Payroll. Deductions will be made equally over a ten (10) month period beginning September each year.

- 2.4.1.1 Payroll will be notified of the amount by the CTA Treasurer by June **30**th of each year.
- 2.4.1.2 Teachers with temporary contracts will pay a monthly fee starting the first pay period in which they work.

PAY PERIODS

Section 3

- 3.1 Teachers shall be paid over a ten (**10**) month period. Teachers on continuing contracts shall have the option of being paid in twelve (**12**) monthly payments by providing Payroll of the Chinook School Division with written notice by June **15**th prior to the beginning of the upcoming school year. The option shall remain in effect for the subsequent school year(s) unless written notification of change is provided by June 15th prior to the upcoming school year.
- 3.2 Teachers who choose to be paid on a twelve (**12**) month basis will determine the amount of salary that they wish to have held in trust for the months of July and August. That money will be paid in two (**2**) equal installments in those months. A Payroll Monthly Holdback form shall be provided to those teachers who wish to change their pay period. Teachers requesting changes shall notify the Payroll Manager by June **15**th for the subsequent year.
- 3.3 Upon completion of their teaching responsibilities, teachers leaving the division or taking a long-term leave shall be paid all salary owing on the last teaching day.
- 3.4 Teachers shall be paid their monthly salary by the 25th of the month or the last working day prior to the 25th.
- 3.5 CTA annual fees, as determined by the Local Association no later than June 1st, shall be deducted in ten (10) equal monthly payments. For teachers employed less than full time, local association fees shall be paid according to the CTA constitution/bylaws. Please refer to Section 2.4.1 for further rationals. Any changes to this amount shall require thirty (**30**) days written notice by the CTA president to the Human Resources Department of the Chinook School Division.

PAY ADVANCE: NEW TEACHERS

Section 4

- 4.1 First Year Teachers in the Chinook School Division may request, upon signing the contract, an early pay advance of **\$500.00**. This advance shall be deducted from the teacher's first pay cheque. The advance will be paid to the teacher within ten (**10**) working days of the first date of employment.

SPECIAL ALLOWANCES

Section 5

- 5.1 To recognize teachers who have additional leadership or professional responsibilities, the Chinook School Division shall pay these teachers special allowances beyond their placement on the provincial salary grid. The allowances, in addition to present salary, are as follows:
- Hutterite/Human Resources Coordinator - A teacher working out of Central Office, who meets the criteria of the position and has been designated as either a Hutterite or Human Resources Coordinator, shall receive an allowance equivalent to **24 %** of their current salary.
 - Curriculum or Student Service Coordinator - A teacher working out of Central Office, who meets the criteria of the position and has been designated as a Curriculum or Student Service Coordinator, shall receive an allowance equivalent to **20 %** of their current salary.

- Catalyst Teacher – A teacher working out of Central Office, who meets the criteria of the position and has been designated as a Catalyst Teacher, shall receive an allowance equivalent to 10 % of their current salary.
- Educational Psychologist – A teacher working out of Central Office, who meets the criteria of the position and has been designated as an Educational Psychologist, shall receive an allowance equivalent to 14 % of their current salary.
- Instructional Leader – A teacher working out of SCCHS, who meets the criteria of the position and has been designated as Instructional Leader, shall receive an allowance equivalent to 3.3 % of their current salary.

5.2 Other Allowances

Teachers who are recognized as having special skills or knowledge, and have been asked by Chinook to provide workshops or additional Division directed teacher professional development to staff or schools other than their own, will be recognized with release days to prepare and present the workshop and with the coverage of expenses for the workshop. An honorarium of \$50.00 will also be provided in recognition of the additional time and responsibility.

ITINERANT TEACHERS

Section 6

6.1 Definition

An itinerant teacher is a teacher whose contract indicates the teacher is assigned teaching duties in more than one school as determined by Human Resources.

6.2 Itinerant teachers shall be assigned a “home” school. A home school shall be the school where teachers spend the majority of their assigned time.

6.3 Itinerant Teachers’ Reimbursement Rate

6.3.1 Itinerant teachers shall be paid for travel, in the performance of their duties, beginning from their “home” school.

6.3.2 Itinerant teachers traveling within a town or city shall be reimbursed for mileage at the rate of \$5.00 per traveling day.

6.3.3 Itinerant teachers traveling outside a town or city shall be reimbursed for mileage at the Board rate in effect at the time.

6.3.4 Itinerant teachers traveling outside of a town or city to go from one school to another school during the noon period shall be reimbursed for not having a duty free noon period at the rate of \$15 per day when travel is required. This allowance for the ten month period will be based on the Itinerant teacher’s travel schedule and will be paid in ten equal payments.

PART-TIME TEACHERS

Section 7

Part-time teachers shall be eligible for benefits within this Agreement in accordance with the following:

7.1 Part-time teachers shall be eligible to accumulate the same number of Professional Service Recognition days (Section 9) as full-time teachers.

- 7.2 Part-time teachers shall be eligible for certain benefits on a prorated basis. These benefits shall include Compassionate and Critical Illness Leave (Section 10), Special Leaves with Pay. (Section 12), and Retirement Allowance (Section 18).

SUBSTITUTE TEACHERS

Section 8

- 8.1 Substitute teachers shall be paid 1/197 Min Class IV for each full day of teaching service.
- 8.2 After substituting for five (5) continuous days for the same teacher in the same position, substitute teachers upon the sixth and pursuant days in the position shall be paid salary according to their classification and experience retroactive to the first teaching day. A holiday or professional development day does not constitute a break in continuous days.
- 8.3 Substitute teachers shall be paid no later than the tenth (10th) day of the month following a month in which they provided substitute service.
- 8.4 Substitute teachers will not be eligible to receive retroactive pay that teachers may receive as a result of provincial negotiations.

PROFESSIONAL SERVICE RECOGNITION (For Voluntary Service)

Section 9

- 9.1 **Definition**
Professional Service Recognition days are days that are awarded in recognition of voluntary time spent with students over and above contracted instructional time on school determined and Board approved activities. These days may be utilized as days off with pay or paid out at specified rates.
- 9.2 Professional Service Recognition days shall be granted to teachers in recognition of voluntary service for extra-curricular activities and/or for noon supervision of students.
- 9.3 Part-time teachers shall have the same opportunity to accumulate Professional Service Recognition time as full-time teachers.
- 9.4 Administrators may approve two (2) Professional Service Recognition days before they are fully earned. If by June 1st of the current school year the day is not earned, the teacher shall forfeit the salary related to the aforementioned day(s).
- 9.5 Subject to sections 9.11.3 and 9.12.6, in one school year a teacher may earn a maximum of six (6) Professional Service Recognition days. Three (3) unused Professional Service Recognition days may be carried forward to the next year, with the accumulation limited to eight (8) days.
- 9.6 These days shall be taken in periods of at least one-half day. For the purpose of this contract, a half day shall be one (1) full morning or one (1) full afternoon.
- 9.7 Professional Service Recognition days shall be approved by the school administrator after considering the availability of substitute teachers and other circumstances that may influence the school's ability to effectively deliver service. These requests may be considered in conjunction with other leaves, non-student days, and vacation days. The impact of the request on student learning will always be of paramount importance.
- 9.8 The Director or designate, in consultation with the school administrator, may approve Professional Service Recognition days when the following conditions occur. A written request must be submitted to the school

superintendent at least one month prior to the requested leave detailing the circumstances surrounding the request:

- requests for PSR days exceeding more than 5-day blocks of time; (with respect to part-time teachers this shall be interpreted as being in excess of five (5) consecutive scheduled days); or
- requests for PSR days that will occur during parent teacher conferences, Chinook and school directed professional development, and Professional Learning Community days.

9.9 By June 1st school administration shall provide Payroll with a tracking report that indicates each teacher's number of Professional Service Recognition days that are to be paid out and the number of days that are to be carried forward.

9.10 Teachers shall be paid for unused Professional Service Recognition days at the current substitute teacher salary rate. All accumulated days beyond three (3), as of June 1st of a particular year, shall be paid out at substitute teacher salary rates (1/197 Min Class IV) with the June payroll.

9.11 Extra-Curricular (Sports, Culture, Other)

9.11.1 Extra-curricular shall be defined as voluntary time spent with students in any school determined and Board approved student activities:

- which occur outside the required hours of instruction;
- where the teacher is not receiving other remuneration (i.e. If the teacher is providing noon supervision this would not qualify for extra-curricular recognition.); and
- which are not for students' academic credit or support. (i.e. Study groups and tutoring to support academics do not qualify for extra-curricular recognition.)

9.11.2 Teachers may earn up to four (4) days of Professional Service Recognition within this section.

9.11.3 Professional Service Recognition for extra-curricular activities shall be awarded as follows:

- 15 hrs = 1 day
- 30 hrs = 2 days
- 150 hrs = 3 days
- 250 hrs = 4 days (1 day shall be paid out)
- Professional Service Recognition can be taken as earned days off or be paid out at 1/197 Min Class IV per day. That is:
 - 1 day = 1/197 Min Class IV
 - 2 days = 2/197 Min Class IV
 - 3 days = 3/197 Min Class IV
 - 4 days = 4/197 Min Class IV

9.11.4 Calculation of Hours

9.11.4.1 On a designated school day, extra-curricular activities shall be calculated according to actual hours of service.

9.11.4.2 For a non-school day a maximum of sixteen (16) hours shall be recognized.

9.12 Noon Period Supervision

9.12.1 Definition

For the purposes of this Agreement, noon supervision shall mean the supervision of students during the period of the school day designated as lunch period.

- 9.12.2 The Board recognizes that every teacher is entitled to a work-free lunch period. Teachers who provide noon supervision do so voluntarily and shall be recognized under the provisions of this clause.
- 9.12.3 Noon supervision is a voluntary activity.
- 9.12.4 Teachers may earn up to two (2) days off for thirty (30) periods of noon supervision. Teachers can choose to be compensated for Professional Service Recognition days by taking days off with pay or by being paid out at substitute teacher salary rates.
- 9.12.5 Teachers who have worked in excess of thirty (30) noon periods will be paid at the rate stated in 9.12.6.
- 9.12.6 Professional hours for noon period supervision shall be recognized as follows:
- 15 noon periods = 1 day
 - 30 noon periods = 2 days
 - Professional hours for noon period supervision can be taken as earned days off or paid out at 1/197 Min Class IV. That is:
 - 1 day = 1/197 Min Class IV
 - 2 days = 2/197 Min Class IV
 - 1 noon period = 1/15 of 1/197 Min Class IV

COMPASSIONATE AND CRITICAL ILLNESS LEAVE

Section 10

10.1 Definition

For the purposes of this Agreement, immediate family is defined as the spouse, partner, child, father, mother, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild of a teacher or of a teacher's partner. Partner is defined as the individual with whom the teacher has been living for at least three (3) months.

10.2 In The Event of Death

- 10.2.1 A teacher shall be granted leave with pay up to five (5) days per occurrence in the event of a death of a member of a teacher's immediate family.
- 10.2.2 Upon written submission the Director or designate may grant compassionate leave in excess of five (5) days with or without pay.
- 10.2.3 Upon written submission the Director or designate may grant compassionate leave in instances other than the immediate family with or without pay.
- 10.2.4 Up to a full day with pay shall be granted to act as a pallbearer or eulogist.
- 10.2.5 Part-time teacher days will be prorated according to the teacher's percentage of contracted time.

10.3 In The Event of Serious or Critical Illness

- 10.3.1 In the event of serious illness/injury within the immediate family of a teacher or the teacher's spouse, the teacher shall be granted compassionate leave with pay to a maximum of five (5) days per occurrence. A teacher may apply for additional time with or without pay upon written application of the teacher to the Director or designate.

10.3.2 Part-time teacher days will be prorated according to the teacher's percentage of contracted time.

EXTREME WEATHER / ACTS OF GOD

Section 11

- 11.1 Extreme Weather and Acts of God will be adjudicated according to Chinook Administrative Policy 805 - Weather Days and Acts of God (Section 5 a.b.).
- 11.2 When buses are not running, **schools are always open**. When possible we expect our teachers and support staff to report to work in these instances.
- 11.3 No employee shall experience a loss of pay when absent from work due to highway closures or "Acts of God". Part-time employees shall be paid per scheduled time missed. Any employee in this situation shall notify his/her superintendent or immediate supervisor.
- 11.4 If a teacher feels that his/her safety on these days is at **risk** when he/she is required to travel in severe weather, the teacher should contact his/her Superintendent of Schools or immediate supervisor for further direction. In addition, the option of reporting to the nearest Chinook facility to work for the day is available.
- 11.5 Upon written request to the Superintendent of Schools, a teacher may request leave for weather days and this request may be granted with or without pay considering each specific circumstance.

SPECIAL LEAVES WITH PAY

Section 12

- 12.1 **Definition**
Special Leaves shall be defined as non-accumulating days that are considered insurance days rather than an entitlement, which shall be utilized when unavoidable events occur. Events may include family illness; parenting emergencies; convocation; medical, dental or optical appointments for an immediate family member; attendance at funeral of non-family; wedding; serving as executor; thesis defense and accessing professional services outside of home community. These days are to deal with pressing personal matters that shall be granted with notification to the principal/superintendent. It is the expectation that teachers will schedule appointments or events in such a way as to minimize the period of absence.
- 12.2 The total number of paid leave days in this section is five (**5**) per year. **As** a guideline these days are to be used one (**1**) day per occurrence.
- 12.3 Upon request, the Director or designate may grant additional days with or without pay or consider other exceptional circumstances.
- 12.4 Part-time teacher days will be prorated according to the teacher's percentage of contracted time.

LEAVE OF ABSENCE WITH SUBSTITUTE FEES DEDUCTED

Section 13

- 13.1 Teachers involved in activities where their presence or participation is vital to the conduct of that activity (e.g. community organizations, cultural, athletic activities), may be granted leave with pay less substitute teacher costs upon application to the Superintendent of Schools. The leave shall not exceed one (1) day in any school year.
- 13.2 A teacher may be granted one (1) day leave with pay less actual substitute teacher costs upon written request to his/her Superintendent of Schools.

- 13.3 The Director or designate may approve such days after considering the availability of substitute teachers and other circumstances that may influence the school's ability to effectively deliver service.

LEAVE OF ABSENCE WITHOUT PAY

Section 14

- 14.1 The Director or designate, on behalf of the Board, may grant leave of absence without pay for a period of one (1) day to fourteen (14) months.
- 14.2 For leaves greater than one (1) month, a teacher shall make application four (4) months prior to the commencement of the leave by:
- applying in writing to the Director or designate; and
 - agreeing to notify the Director or designate of his/her intention to return to work or to resign by March 15th.
- 14.3 To be eligible for an unpaid leave of more than four (4) months, a teacher must have been in the employ of the Board for a minimum of five (5) years.
- 14.4 A teacher shall, after consultation with the Director or designate, return to the same or a comparable teaching position within the school division upon the conclusion of his/her leave.

MATERNITY / PARENTING / ADOPTION LEAVE

Section 15

- 15.1 A teacher shall be granted maternity leave, parenting leave and adoption leave in accordance with *The Labour Standards Act* and the Provincial Collective Bargaining Agreement. However, the teacher shall qualify for leave without pay as specified in *The Labour Standards Act*.
- 15.2 A teacher shall, after consultation with the Director or designate, return to the same or a comparable teaching position within the school division upon the conclusion of his/her leave.
- 15.3 Leave of up to two (2) days with pay shall be granted to a parent at the birth of or adoption of his/her child.

PROFESSIONAL DEVELOPMENT

Section 16

The Board of Education and Chinook Teachers' Association believe that professional development is necessary in order to improve teaching and learning. Professional development includes a variety of experiences which provide an opportunity for professional growth as well as an opportunity to be part of a Chinook School Division vision.

16.1 Professional Development Funding

16.1.1 In every school year, the Board shall make budgetary provision for decentralized (school-based) and centralized (bursaries, educational/sabbatical) professional development in the amount of 1.5% of teacher salaries excluding allowances. The calculation shall be based on the annual salary of teachers as of August 31st of the year prior.

16.1.2 The 1.5% of teacher salaries for professional development contribution shall be allocated to funds in the following manner:

- i. School-based - 60%

- ii. CTA Directed - 10%
- iii. Bursaries - 15%
- iv. Educational and Sabbatical - 15%

16.2 Chinook Leaves Committee

16.2.1 A selection committee for bursary awards, educational leaves and sabbatical leaves shall be comprised of the following members:

- i. Director or Designate (Committee Chair)
- ii. One other Educational Leadership Team member appointed by the Director of Education
- iii. Two teachers appointed by the CTA Executive

16.2.2 A written application for bursaries and/or educational/sabbatical leaves, accompanied by appropriate forms, is to be submitted by the applicant to the Chinook Leaves Committee.

16.3 School-Based Professional Development

16.3.1 Definition

School-based professional development shall include those activities that advance the identified priorities of the school and system or the identified professional growth priorities of the teacher. Examples of school-based professional development may include but are not limited to conferences, professional exchanges, seminars, purchasing professional resources, accessing speakers, workshops, and short courses. School based professional development may also include the utilization of substitute teachers to create professional development release time for Professional Learning Communities and other such teacher professional development. This will not include teacher convention days granted to the CTA.

16.3.2 Allocation of Funds

The school-based portion of the overall professional development budget shall be allocated based on the actual number of teachers in each school in the division. Such numbers shall be determined by the September 30th staff complement from the year previous.

16.3.3 Carry Forward of Funds

In any year a school may carry forward a positive amount equal to two (2) times the annual allotment or a negative amount equal to one-half (1/2) the annual allotment. Should the positive limit be exceeded, the excess amount will be used to supplement the CTA directed professional development fund.

16.3.4 Hutterian Schools

Due to the limited number of teachers at each Hutterian school, all Chinook Hutterian teachers shall be combined to serve as one school for the purpose of creating a sufficient pool for school-based professional development funding. Colony teachers, as a group, will determine how these funds are to be administered.

16.3.5 Service Centres' Staff as a School

All Chinook Service Centre teachers (non school based STF personnel) shall be combined to serve as one school for the purpose of creating a sufficient pool for school-based professional development funding.

16.3.6 School-Based Committee

A committee comprised of teachers and administrators at the school shall annually, in consultation with staff, determine criteria and timelines related to applications for school-based

professional development and make decisions with respect to awards. Chinook Service Centre teachers shall determine a committee that will make such decisions.

16.4 CTA Directed Professional Development

16.4.1 Definition

CTA directed professional development shall include those activities that advance the jointly identified learning priorities of the CTA Executive and Chinook School Division. Examples of CTA directed professional development may include but are not limited to conferences, professional exchanges, seminars, speakers, workshops and short courses.

16.4.2 Allocation of Funds

The Chinook Teachers' Association-based portion of the overall professional development budget shall be allocated to, and administered by, the Chinook Teachers' Association Executive.

16.4.3 **Carry** Forward of Funds

In any year the CTA may carry forward a positive amount equal to two (2) times the annual allotment or a negative amount equal to one-half (1/2) the annual allotment. Should the positive limit be exceeded, the excess amount will be used to supplement the bursary fund.

16.5 Bursary Awards

16.5.1 Definition

A bursary is a professional development opportunity that relates to the development of one's professional capacity and often involves credit courses toward a degree or diploma or a summer short course. A bursary does not require a teacher to be away from the classroom. Thesis or Dissertation Maintenance fees will NOT be eligible for consideration by the Chinook Leaves Committee.

16.5.2 Service Requirement

To be eligible to receive a bursary, a teacher must have completed two (2) consecutive years of service with the school division.

16.5.3 Chinook Leaves Committee

Bursary applications shall be administered by the Chinook Leaves Committee as outlined above (Section 16.2.1).

16.5.4 Requests for Funding

The Chinook Leaves Committee will meet twice yearly to consider bursary requests. Teachers who are planning to take or who have taken courses for which they intend to make a bursary application may submit requests prior to the following dates: September 30th and March 31st.

16.5.5 The Chinook Leaves Committee will determine annual and aggregate limits and conditions.

Bursary funds will be forwarded to teachers upon proof of payment and successful course completion.

16.5.6 in any year the bursary fund may carry forward a positive amount equal to two (2) times the annual allotment or a negative amount equal to one-half (1/2) the annual allotment. Should the positive limit be exceeded, the excess amount will be used to supplement the educational and sabbatical leave fund.

16.6 Educational and Sabbatical Leave

16.6.1 Definitions

16.6.1.1 Educational Leave

An educational leave is a period of time during which a teacher undertakes a program of study to meet a need in the school division. The leave must not exceed fourteen (14) months in length, but may be structured in other than consecutive months, subject to committee approval.

16.6.1.2 Sabbatical Leave

A sabbatical leave is leave taken for a period of up to fourteen (14) months for the purpose of study or research, personal renewal or travel.

16.6.2 Leave Provisions

16.6.2.1 The application deadline for an educational or sabbatical leave for the upcoming school year is January 31st.

16.6.2.2 The teacher who has been approved for an educational or sabbatical leave and the Chinook Leaves Committee shall sign an agreement that outlines the terms of the leave.

16.6.2.3 To be eligible for an educational leave, the teacher must have been in the employ of the Board for a minimum of two (2) years. To be eligible for a sabbatical leave, the teacher must have been in the employ of the Board for a minimum of five (5) years.

16.6.2.4 A teacher who is granted leave may be awarded an amount equivalent up to 80% of basic salary (exclusive of allowances).

16.6.2.5 Teachers granted leave must provide return service of two (2) years if the award is for 50% or more of basic salary and one (1) year if the award is less than 50% of basic salary.

16.6.2.6 A teacher shall, after consultation with the Director or designate, return to the same or a comparable teaching position within the school division upon the conclusion of his/her leave.

16.6.2.7 As a condition of an educational leave, should the teacher fail to successfully complete the approved program, the teacher shall undertake to refund the full amount of the payment made together with the interest at the prime bank rate prevailing at the time the leave was granted. The refunding shall commence no later than one (1) year following the date of the teacher's return to the employ of the Board. Should the teacher successfully complete the educational requirements of the approved program during the first year of return service, no repayment of the funds shall be required. In the event of partial completion of the approved program, the Board may waive in full or in part the repayment of funds within this section.

16.6.2.8 Return service shall begin following the leave as stated in the Leave Agreement. Should the teacher fail to complete the return service, the teacher shall refund the full amount of the payment made with interest at the prime bank lending rate prevailing at the time the leave was granted. In the event that there is partial compliance regarding return service, the amount of the refund shall be determined pro-rata.

- 16.6.2.9 Should the teacher die or be disabled to a degree that would render the teacher unable to fulfill the return service requirements of the leave, there shall be no liability on any person or estate for refund of payment outstanding.
- 16.6.2.10 Leave of absence under this section shall not constitute a break in service.
- 16.6.2.11 Should the teacher's contract be terminated by the Board before the full return service is complete, the teacher shall be relieved from financial obligations as outlined above.
- 16.6.3 In any year the educational/sabbatical fund may carry forward a positive amount equal to two (2) times the annual allotment or a negative amount equal to one-half (1/2) the annual allotment. Should the positive limit be exceeded, the excess amount will be applied to professional development initiatives outside of the LINC Agreement.

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 17

17.1 Purpose

The purpose of the dispute resolution and grievance procedure is to deal with any questions regarding the interpretation, application, or alleged violation of any section or subsection of this agreement. Resolution processes shall be consistent with the principles and procedures outlined in *Good Practices and Dispute Resolution* (The Report of the Joint Committee of the Parties to the Provincial Collective Bargaining Agreement).

17.2 t between a] and the d

Informal

Step 1: The teacher involved shall first attempt resolution **by** seeking information and clarification from those individuals who are most likely able to provide such information and clarification. This may include but is not limited to a LINC representative, the Teacher LINC Chairperson, the CTA president, the Superintendent of Schools and the Director of Education.

Step 2: If after such discussions a dispute still exists, the teacher(s) involved shall refer the dispute to the LINC Chairperson and shall seek resolution by using (a) or (b) below:

- a) The LINC Chairperson receives the complaint, gathers information and makes known his/her interpretation to the individual(s) involved.
- b) The LINC Chairperson follows the process outlined in (a) but meets face-to-face with the individual(s) involved before making a final interpretation regarding the dispute.
- c) In each of (a) and (b), the LINC Chairperson shall have fifteen (15) calendar days to make known his/her interpretations of the dispute.

Formal

Step 1: If a dispute still exists, the dispute now becomes a formal grievance and shall be written by the individual(s) involved setting forth:

- a) The section(s) of the agreement infringed upon or claimed to have been violated.
- b) The nature of the grievance and the circumstances out of which it has arisen.

c) The resolution being sought.

The written grievance shall be submitted to the Director or designate within ninety (90) days of the individual(s) having access to the information that would make them aware of the alleged act causing the grievance. The Director or designate shall gather information as appropriate and shall make known his/her decision to the aggrieved within fifteen (15) days of receipt of the grievance.

Step 2: If the aggrieved is still dissatisfied, the individual may within fifteen (15) days submit the grievance to arbitration as provided for in Sections 261-263 of *The Education Act, 1995*.

Step 3: Arbitration.

17.3 In the event the initiator of the grievance fails to follow the procedure and the time limits established in this section, the grievance shall be deemed to be abandoned.

17.4 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall proceed to the next step.

TRANSITION TO RETIREMENT/ RETIREMENT ALLOWANCE

Section 18

18.1 Teachers who have ten (10) years of immediate prior continuous and active service with the Chinook School Division, or with a legacy school division. shall be granted superannuation/retirement recognition subject to the following conditions:

- by March 15th the teacher must indicate in writing to the Director or designate intent to superannuate on June 30th of the current school year;
- teachers who would superannuate on a date other than June 30th, shall provide a minimum of three (3) months' written notice;
- the teacher must meet eligibility requirements to superannuate; and
- teachers who have already received an allowance from legacy divisions will not qualify for these retirement options.

18.2 Teachers who meet the requirements related to superannuation/retirement as stated in Section 18.1 shall be eligible for benefits associated with Section 18.3 or 18.4.

18.3 Transition to Retirement

A teacher eligible for superannuation may request to enter into a retirement agreement with Chinook School Division. Such agreement will offer a teacher the opportunity to superannuate then be re-employed by the Division.

18.4 Retirement Allowance

18.4.1 A teacher may choose to retire upon the date the teacher is eligible and receive an allowance of \$3000.00

18.4.2 Teachers who have previously reached their superannuation eligibility may access this benefit.

18.4.3 Teachers who have worked on a part-time basis within the past ten (10) years shall have the allowance prorated based on their average percentage of full-time employment during that time.

- 19.1 In accordance with *The Education Act, 1995*, the Board will place staff to meet academic and program needs of a school. Transfers may be either Board or teacher requested.
- 19.2 With respect to a Board requested transfer, financial support to a maximum of \$1,000.00 shall be provided to assist with moving expenses (receipts are required).

DEFERRED SALARY LEAVE PLAN**Section 20**

- 20.1 **Definition**
The Deferred Salary Leave Plan (DSLPL) shall enable a teacher to schedule and finance a one year leave of absence. The one-year leave of absence shall be taken with pay, provided by deferring a percentage of his/her salary for a specified number of preceding years.
- 20.2 **Eligibility**
The DSLPL shall be available for teachers on a permanent contract employed in Chinook School Division.
- 20.3 **Restrictions**
The DSLPL shall be restricted to a one-year leave of absence called the leave period. Salary will be set aside in each of the preceding three (3), four (4) or five (5) years called the deferral period. The participant shall choose one of the three available deferral periods.
- 20.4 **Leave Period**
The leave period shall be one (1) school year from the commencement of school in August or September to June of the following calendar year.
- 20.5 **Deferral Period**
The deferral period of three (3), four (4) or five (5) years shall be each of the three (3), four (4) or five (5) school years preceding the leave period.
- 20.6 **Applications**
- 20.6.1 Applications must be completed by the teacher prior to March 1st preceding the school year in which the deferral period is to begin. Applicants shall be notified within forty-five (45) days of receipt of their application as to whether or not their application has been approved.
- 20.6.2 When the application is approved, the teacher shall be required to sign a deferred salary contract supplied by the Board. The deferred salary contract must be completed prior to June 1st of the school year proceeding the first year of the deferral period.
- 20.7 **Withdrawal from Plan**
Teachers shall be required to take the planned leave of absence if they have not withdrawn from the plan prior to March 1st of the school year proceeding the leave period.
- 20.8 **Premature Termination of DSLPL**
If the plan is terminated prior to the completion of the leave period, the remaining balance of the fund shall be paid to the participant, to the participant's designate, or the estate of the participant in the case of death.

The reasons for termination are as follows:

- the participant dies;
- garnishee or other legal right accesses the funds in the trust;
- the participant ceases to be employed as a teacher in the school division;
- the teacher is classified as redundant;
- the participant requests in writing prior to March 1st of the year preceding the leave year; or
- the participant requests in writing after March 1st of the year preceding the leave year except that the participant must complete the leave of absence period from the school division. In this case, the money will be paid out in a lump sum rather than over the term of the leave period.

20.9 Leave Period and Payment

- 20.9.1 The leave period shall be the fourth (4th), fifth (5th) or sixth (6th) school year of the plan depending upon which deferral period the participant has chosen.
- 20.9.2 The leave period shall commence with the beginning of the school year immediately after the end of the last school year of the deferral period.
- 20.9.3 The leave period cannot be taken immediately before retirement as per *Canada Revenue Agency* - ATR (Advance Income Tax Ruling) -39.
- 20.9.4 The leave payments shall be the amount of money in the bank account at the beginning of the leave period divided by the number of pay periods during the leave period. For participants on the ten (10) month salary plan, there shall be ten (10) payments; for participants on the twelve (12) month salary plan, there shall be twelve (12) payments.
- 20.9.5 Leave payments shall be made to the banking institution of the employer's choice.
- 20.9.6 In extenuating circumstances, participants may request in writing not less than six months in advance of the date established for the Leave of Absence to withdraw from the plan. The participant will receive a lump sum payment of the total deferred amount upon consent of the Board. Deductions shall be made in accordance with requirements of the *Income Tax Act*.
- 20.9.7 The participant may not receive any other payments from Chinook School Division during the leave period.

20.10 Return to Work

- 20.10.1 The participant shall be guaranteed a position of employment in the first school year after completing the leave of absence except in the event of termination as outlined in 20.8.
- 20.10.2 The position cannot be for less time than the period of the leave (i.e. for one school year).
- 20.10.3 The position shall be at the discretion of the Director or designate.

20.11 Limitation to the DSLP

There shall be no more than ten (10) participants on a deferred salary leave plan at any one time.

21.1 Preparation time is assigned non teaching time within the school day for preparation and organization of professional responsibilities. Potential uses include:

- preparation for classes
- student assessment / evaluation
- contacting parents
- organizing / clean-up / maintenance
- additional student assessment
- meetings: student, parent, administration
- extracurricular preparation

21.2 The parties acknowledge that all schools within the Chinook School Division have been allocated staff in accordance with the Chinook Staffing Guidelines to provide preparation time for teaching staff. Non student contact days in Chinook are not calculated as part of a school's allocated preparation time. Through the Chinook Staffing Guidelines, preparation time is embedded consistently in the school staffing allocation; these guidelines are consistently applied throughout the division.

- as much as possible use of preparation time should be directed by teachers;
- preparation time is created by timetabling and optimal class sizes;
- preparation time should be determined at the school level. The administration should consult with staff to make decisions that are best for each school
- Hutterite religious days are considered additional preparation time for Hutterian teachers and for Hutterian principals to use for administrative time and other division assigned duties.

The parties agree to meet each April for an annual review of the contract or upon written request to either party with thirty (30) days' notice to discuss issue(s) and to clarify the intent of items that may arise from this contract. As much as possible the original LINC Administrative and LINC CTA team will be brought together for the review process.

Specifically, the parties will examine the apportioning of professional development funds that have been allocated in this contract.

MEMORANDUM OF AGREEMENT

RE: Role of the Student Service Teacher

The parties acknowledge that within all schools in the Chinook School Division there are differing perceptions regarding the roles and responsibilities of Student Service Teachers.

A committee lead by the Deputy Director shall be struck beginning in September 2011 with representative Student Service Teachers to review present issues related to the position within the Division. The Committee shall examine the following areas: job descriptions, present roles and responsibilities, present rewards and challenges, future roles and opportunities.

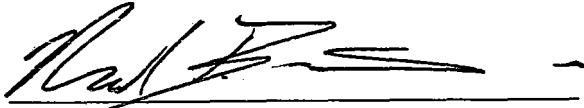
MEMORANDUM OF AGREEMENT

RE: Special Allowances

The parties to this agreement recognize that the proposed changes to the special allowances of teachers may inadvertently impact the present allowances of these teachers. No teacher who presently receives a special allowance shall suffer a reduction of their current allowance.

Dated this 30th day of June, 2011 A.D.

Signed on Behalf of the Teachers




(Neal Boutin, LINC Chair)



(Cindy Lemieux, CTA LINC Member)

CTA LINC Bargaining Committee

Signed on Behalf of the Board of Education
Of Chinook School Division #21 i



J. Kyle McIntyre
Deputy Director of Education

Chinook Administrative Bargaining Committee

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