# Local Collective Bargaining Agreement

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

Effective August 27, 2007 - August 31, 2010

#### **BETWEEN**

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



#### **AND**

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



# <u>Developed by the Prairie Spirit LINC TEAM</u> <u>2006-2007 Members</u>

Scott Burant
Sharon Compton
Ken Dueck
Guy Farquharson
Bernie Howe
Diane Kendall
Harold Klassen

Judy Kolach
Darryl Merilees
Evelyn Novak
Larry Pavloff
Sheldon Proznick
Sherri Stephanson

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# **Opening Statement**

# **Definitions**

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

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

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

- Accuracy
- Clarity
- Communication
- Ease of accessibility
- Ease of administration
- Fairness
- Not conflicting with provincial agreement

- Transparency
- Sustainability
- Thoroughness
- Understanding resources and costs
- Impact on classroom
- Trust
- Teacher wellness

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

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

SEC	ΓΙΟΝ 1: Agreement (Term)	
	The Agreement	Additional Information
1.1.	This agreement between PSSD and the	
	PSTA shall come into effect August 27,	

SECT	ΓΙΟΝ 1: Agreement (Term)	
	The Agreement	Additional Information
	2007, and remain in effect until August 31, 2010 or until revised in accordance with The Education Act, 1995.	
1.2.	The parties to this Agreement may, by written mutual consent, revise any provision of the Agreement during the term of the Agreement.	
1.3.	In the event that any provisions of this agreement shall be determined to be invalid in law, those provisions shall be subject to such amendment as may be necessary to bring them into conformity with the law.	
1.4.	PSSD and the PSTA are committed to begin negotiations prior to the expiration of the Agreement.	
1.5.	PSSD and the PSTA are committed to meeting a minimum of two times per year throughout the duration of the Agreement to monitor items within the Agreement.	
Append	dix/Forms	

SECTION 2: Board of Review & Interpretation of Contract		
	The Agreement	Additional Information
2.1.	Teachers who have questions/concerns regarding the interpretation of this contract shall consult with the PSTA President or LINC representatives before approaching the Board of Review.	
2.2.	Grievances should be brought to the attention of the Board of Review in writing. The written notice shall include the particulars of the grievance.	Use Board of Review form.
2.3.	A grievance includes any difference of opinion which may arise as to the meaning, interpretation or application of a word, expression, or provision contained in this agreement.	
2.4.	The Board of Review shall meet within thirty (30) days upon receipt of notification to address the grievance. The Board of Review shall have the responsibility of interpretation of the Agreement.	
2.5.	The Board of Review shall consist of six members: The PSTA President or designate, the LINC chair, a representative from the PSTA LINC Negotiation Team, the Director of Education or designate, a superintendent, the Chair of the Board of Education or designate.	
2.6.	The Chairperson of the Board of Review shall be selected from the above members.	

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

SEC	SECTION 3: Calendar Development		
	The Agreement	Additional Information	
3.1.	A committee with PSTA representation will be established on an annual basis to develop calendar options for the school year.		
3.2.	The PSTA will conduct a vote of the membership from the Board approved options. A 50% + 1 vote will be required to determine the PSTA choice of calendar.		
Appen	dix/Forms		

# **SECTION 4: Compassionate Leave**

This agreement recognizes the emotion a teacher might be faced with when accessing the Compassionate Leave section.

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

SECT	SECTION 5: Contracts of Employment		
	The Agreement	Additional Information	
5.1.	Contracts of employment will be defined and offered as stated in <i>The Education Act, 1995</i> and the <i>Provincial Collective Bargaining Agreement.</i>	Teachers should be familiar with the 3 types of contracts (see definitions): - continuing/indefinite - replacement	
5.2.	Vacant positions will be communicated, for information purposes, to all staff.	- temporary	
5.3.	The process for spring staffing of PSSD will be outlined to professional staff on an annual basis.		
5.4.	Part-time teachers may apply for a vacant position that becomes available during the school year. Prior to applying for positions during the school year, consultation with their in-school administrator and superintendent should occur.		
Append	lix/Forms		

SECTION 6: Deferred Salary Leave		
	The Agreement	Additional Information
6.1.	PSSD supports self-funded and self - administered deferred salary leave plan for teachers.	Members are advised to contact the <u>STF</u> regarding such leave prior to applying.
6.2.	The purpose is to provide a teacher with a one (1) year leave of absence during a period of continuous employment by PSSD.	Refer to Board of Education Operational Policies and Procedures Module 5 in reference to placement upon return.
6.3.	The terms of the Deferred Salary Leave Plan, inclusive of service and leave, are three (3), four (4), or five (5) years.	
6.4.	Eligibility: To qualify for a Deferred Salary Leave Plan, the teacher must have been in the employ of PSSD for a period of at least two years prior to entering the Plan.	
6.5.	Application: To enter the Plan in the fall of any given school year, the teacher shall make application to the Superintendent of Human Resources not later than April 30 of that year. A letter of application shall include the teacher's intentions with respect to the school year in which the deferred leave will occur.	Use Deferred Salary Application form
6.6.	<ul> <li>Criteria:</li> <li>6.6.1. Upon acceptance to the plan by PSSD, the teacher shall make all financial arrangements regarding the deferred salary.</li> <li>6.6.2. Deferred Salary Leave Plan leave of absence shall be granted for the last year of the respective term of the Plan.</li> <li>6.6.3. The teacher shall be free to pursue any activity desired during the Deferred Salary Leave Plan leave of absence, except professional employment with another Board of Education.</li> </ul>	Arrangements must be made under the guidance of Canada Revenue Agency Regulations.

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

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

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

SEC	SECTION 9: Executive Leave		
	The Agreement	Additional Information	
9.1.	PSSD shall grant the secondment of the President of the PSTA up to full-time. The PSTA shall reimburse PSSD the full cost of all salary, allowances and benefits paid by PSSD.		
9.2.	PSSD shall grant leave with pay not to exceed ten (10) days per academic year, for the PSTA to attend to local association business. These days will be disbursed at the discretion of the President in consultation with the Director of Education. The PSTA shall reimburse PSSD the substitute costs associated with the days taken.		
9.3.	The PSTA is granted leave with pay not to exceed one (1) day for each member of the Representative Assembly to conduct local association business. The PSTA shall reimburse PSSD the substitute costs associated with the day taken.		
9.4.	Additional days of leave may be granted to the PSTA through the Director of Education.		
Append	dix/Forms		

# **SECTION 10: Extra-curricular or Overnight Supervision**

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

# The Agreement 10.1. Extra-curricular Supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program. 10.2. Teacher involvement in extra-curricular

# activities is voluntary, and requires the consent of the teacher. 10.3 Extra curricular and evernight currentsis

- Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.
- 10.4. Extra-curricular or overnight supervision compensation is earned in twenty five (25) hour increments. A teacher shall be compensated in one of the following two ways:
  - 10.4.1. A teacher shall receive one half (1/2) earned day off for each twenty five (25) hour increment, to a maximum of two (2) full days.
  - 10.4.2. A teacher shall receive the minimum sub pay rate for each half day earned.
- 10.5. Teachers providing overnight supervision of students will be compensated at eight (8) hours per night.
- 10.6. Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.

## **Additional Information**

Examples:

A basketball tournament, outside of school hours, is considered an extra-curricular event

A class field trip is not considered to be extracurricular.

In the event a class field trip that includes overnight supervision, the overnight supervision will be compensated under 10.5.

10.3 To be directly monitored during the time of this agreement.

# SECTION 10: Extra-curricular or Overnight Supervision

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

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

**Extra-Curricular Overview** 

Extracurricular Hours Claim for Pay Out

Extracurricular Hours Claim for EDO

Expense form

SECTION 11: Family Leave		
The Agreement	Additional Information	
11.1. A teacher shall be granted one (1) day leave with pay per child per school year to attend to the illness of a child.		
11.2. A teacher shall be granted one (1) day leave with pay per school year to attend to emergency care within the immediate family.	See Compassionate leave for definition of immediate family.	
Appendix/Forms		

# **SECTION 12: Human Resources**

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

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

Appendix/Forms

SECTION 13: Negotiation Leave			
The Agreement			Additional Information
13.1.		vill be shared by PSSD and the rs' association.	Discussions regarding the process and costs would
13.2.	negotia	ers involved in the process of local ations shall receive release time to the negotiations if held during the day.	occur prior to the budget year for shared funding.
13.3.	B. A teacher certified as a representative of Prairie Spirit Teachers' Association, shall suffer no loss in salary for the time necessarily absent from teaching duties for the purposes of:		
	•	participating in local negotiations;	
		participating in mediation proceedings;	
	1.3.3.	participating in conciliation proceedings;	
	1.3.4.	participating in arbitration proceedings;	
	1.3.5.	attendance required by a conciliation officer or arbitration board; or	
	1.3.6.	attendance required by the Educational Relations Board.	
Append	lix/Form	S	

# SECTION 14: Noon Supervision

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

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

# **SECTION 14: Noon Supervision**

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

The Agreement	Additional Information
14.7.2. Pay-out would be no later than September 25 of the following school year for those who declare payout by June 30.	
14.8. All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.	
A rain and district a man as	_

Appendix/Forms: Application Form

Noon Supervision Claim for EDO Noon Supervision Claim for Payout

SECTION 15: Other Leaves			
The Agree	The Agreement		
15.1. <u>Jury Duty / Witness</u> Leave shall be grant <i>The Provincial Colleg Agreement</i> .	ed in accordance wit	Article 2, Provincial Collective Bargaining Agreement.	
with pay for a period (1) school year to all pursue individual end Education Act, 1995 and the PSTA shall I with respect to sabba 15.2.1. At this time provision for 15.2.2. Members with	deavours. The , states that PSSD pargain collectively atical leave. there will be no	Other Options Include: - Deferred Salary Plan - Leave without Pay	
Appendix/Forms			

# **SECTION 16: Parenting**

#### The Agreement

## 16.1. Maternity and Parenting Leave

- 16.1.1. Maternity leave shall be granted as per *The Labour Standards Act*.
- 16.1.2. Parenting leave shall be granted as per *The Labour Standards Act.*
- 16.1.3. Except as provided for under the provision of the Supplemental Unemployment Benefits (SUB) Plan established in accordance with the provisions contained in the teachers' *Provincial Collective Bargaining Agreement*, maternity and parenting leave shall be without pay.
- 16.1.4. An extension may be applied for through written application to PSSD.

#### 16.2. Adoption Leave

- 16.2.1. Notice of adoption leave must be submitted to PSSD as soon as reasonably possible.
- 16.2.2. Adoption leave shall be granted as per *The Labour Standards Act*.
- 16.2.3. Adoption leave shall be without pay.
- 16.2.4. An extension may be applied for through written application to PSSD.
- 16.2.5. Due to the circumstances of adoption, PSSD shall grant leave with pay for the following:
  - a) 1 day to carry out the adoption procedures.
  - b) 1 day to attend to the childbirth.
  - c) 1 day to be present on the day the child comes home.

#### **Additional Information**

Please consult with the <u>STF</u> regarding the procedure.

Saskatchewan Teachers' Federation 2317 Arlington Avenue, S7J 2H8 Telephone: (306) 373-1660 Toll Free: 1-800-667-7762 Fax: (306) 374-1122 E-mail: stf@stf.sk.ca

Use Form 8-I, 8-II, and 8-III from the <u>Teacher Provincial</u> <u>Collective Bargaining</u> <u>Agreement</u>. Article 8 in the agreement refers to the SUB plan.

Refer to Board of Education

Operational Policies and

Procedures Module 5 in
reference to placement upon
return from a leave.

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

# **SECTION 17: Part-Time Teachers**

To provide clear direction, this section addresses the unique working environment of part-time teachers.

environment of part-time teachers.			
	The Agreement	Additional Information	
17.1.	Part-time teachers shall have all personal leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.		
17.2.	Part-time teachers, in consultation with the in-school administrator, will commit to a pro-rated plan regarding participation in non-instructional days based on the percentage (%) of their contract and/or the percentage (%) of the year that they are employed.  17.2.1. All part-time teachers are expected to attend the opening school celebration. This is considered part of their entire prorated attendance at non-instructional days.	These include but are not limited to staff meetings, professional development days, planning days, convention.	
17.3.	Bargaining Agreement, when part-time teacher attendance is requested by the superintendent, he/she shall be paid the appropriate salary amount for the day or portion thereof.		
Append	ix/Forms		

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

# **SECTION 19: Personal Leave**

PSSD recognizes the complexity of the teaching profession and that our teachers go beyond their regular duties to enrich learning and support students.

		1 1
	The Agreement	Additional Information
19.1.	A teacher shall be granted personal leave of up to two (2) days with pay per school year. When accessing a personal leave day with pay, the teacher shall notify the in-school administrator.	
19.2.	A teacher shall be granted up to three (3) days personal leave without pay per school year. When accessing the personal leave days without pay, the teacher shall notify the in-school administrator.	In a year of 197 instructional days, leaves without pay beyond seven (7) days may impact superannuation.  Contact the <u>STF</u> for further clarification.
19.3.	The superintendent responsible for the school may, upon written request, grant additional personal leave without pay.	
19.4.	All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. The days may be used at any time. Use of these days would be coordinated at the school level. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.	
19.5.	Temporary teachers shall have personal leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.	
19.6.	Personal leave days shall not be paid out.	
	lix/Forms	
	et for Additional Personal Leave	

Request for Additional Personal Leave

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

SECTION 21: Pressing Necessities		
The Agreement	Additional Information	
21.1. Special leave with pay shall be granted to a teacher for the purposes of responding to an event outside the control of the teacher. This unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.	Pressing Necessity days are not intended for personal business.	
21.2. A teacher shall be granted up to a maximum of three (3) days annually with pay to attend to a pressing necessity.		
21.3. Examples of a pressing necessity include, but are not limited to, the following:  a) Road closure b) Natural Disaster c) Accident d) Home emergency e) Community Emergency Service	Teachers should inform their in-school administrator if they are a member of a 1 <sup>st</sup> Responder team, local fire department or other community emergency team.	
Appendix/Forms		

# **SECTION 22: Professional Development**

#### The Agreement

- 22.1. Professional Development is defined as professional learning and growth opportunities that enhance a teacher's qualifications, knowledge, skills and/or abilities.
- 22.2. To support professional development, PSSD will distribute money to school funds or division office-based groups.

  Administrators will work with staff to develop a locally based collaborative process to determine the use of professional development funds.
- 22.3. Professional development funds are to be determined annually based on the budgetary process.
  - 22.3.1. The process will provide an opportunity for input by the PSTA.
  - 22.3.2. The amount will be calculated on a full time equivalent basis.
  - 22.3.3. A memo stating the amount will be provided to staff as soon as the amount is determined and the budget is approved.
- 22.4. PSSD and the PSTA will work collaboratively in planning all professional development activities that occur at the division level.
  - 22.4.1. The PSTA will contribute funding to these joint events.
- 22.5. The committee that will plan all division level professional development activities will consist of representatives from PSSD as well as representatives from the PSTA.
- 22.6. PSSD will provide the PSTA with one calendar day to conduct local association business. This would be considered a non-contact day with students.

#### Additional Information

Professional development may include, but is not limited to, conferences, Professional Learning Communities', Provincial accreditation, mentoring, teacher visitations, short courses, special subject councils, work with Learning Support Facilitators, working with colleagues, and school initiatives.

To access funds teachers need to consult with the inschool administrator.

Members that are based from the division office need to consult with their supervisor.

To develop a process for managing professional development funds, staffs may wish to develop a PD committee.

Money that would have been allocated for a PSTA Institute would be considered the contribution. An independent PSTA Institute is not necessary as all professional development events are jointly planned.

Appendix/Forms

SECTION 23: Reimbursement of Expenses		
	The Agreement	Additional Information
23.1.		Use PSSD Expense/Mileage
23.2.	Mileage claims will be at the Board rate based on the PSSD distance chart.  23.2.1. Mileage claims shall be based on any additional mileage beyond the regular daily mileage that a staff member would travel to and from their location of work.	Forms Example:  A teacher regularly works in Vanscoy. On another day the teacher goes to Osler for a division committee meeting. The teacher will claim mileage on the difference from the
23.3.	Administrator approved reimbursement for lodging and meals will be at the Board rate with proof of receipt.	total mileage to Vanscoy minus the total mileage to Osler.
	When an administrator approves any other expenses, the teacher will be reimbursed with proof of receipt.	
Append	ix/Forms	

SECTION 24: Special Allowances		
	The Agreement	Additional Information
24.1.	For the purpose of this section, a special allowance is an amount of money over and above the regular salary paid to a teacher in a division office-based role or assignment.	HR Principal does not get an additional special allowance apart from the member's current principal's allowance.
24.2.	A PSTA member who holds a position of coordinator shall receive the coordinator allowance.	
24.3.	The coordinator allowance will be based on the principal allowance, as recognized in the teachers' <i>Provincial Collective Bargaining Agreement</i> . The number of teachers recognized to calculate the allowance will equal the total number of schools in PSSD.  24.3.1. At no time will the coordinator allowance be less than a principal's allowance of the largest PSSD school.	
24.4.	A PSTA member who holds a position of Supervisor shall receive the coordinator allowance plus an additional twenty percent (20%) of the coordinator allowance.	
24.5.	A teacher in a division office-based role or assignment who must maintain a membership in another professional organization as a condition of employment will have the membership fee paid by PSSD.	
24.6.	A teacher in a division office-based role or assignment who must travel as a condition of employment shall have his/her mileage reimbursed at the board rate.	Home office will be determined by the immediate supervisor.
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SECTION 25: Substitute Teachers		
The Agreement		Additional Information
25.1.	The daily salary rate payable to a substitute teacher shall be one (1) divided by the number of school days per year x (times) 80% of the rate in effect at Step 1 of Class IV, in accordance with the salary schedule for teachers in the teachers' Provincial Collective Bargaining Agreement.	
25.2.	On the sixth (6) day of continuous substitute service a substitute teacher shall be paid the daily salary rate of one (1) divided by the number of school days per year x (times) the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the teachers' Provincial Collective Bargaining Agreement. This daily rate of pay shall be retroactive to the first (1st) day of service. 25.2.1. Continuous substitute service will not be interrupted by noninstructional days within the school division calendar. 25.2.2. A substitute teacher may be requested by an in-school administrator to attend a noninstructional day.	
25.3.	A part-time teacher asked to provide substitute service within their school or community in which they are assigned shall be paid the daily salary rate of one (1) divided by the number of school days per year x (times) the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the teachers' <i>Provincial Collective Bargaining Agreement.</i>	

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