

LOCAL AGREEMENT

between

THE BOARD OF EDUCATION

of

LLOYDMINSTER PUBLIC SCHOOL DIVISION NO. 99

and

THE TEACHERS

of

LLOYDMINSTER PUBLIC SCHOOL DIVISION NO. 99

July 1, 2015 – June 30, 2019

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LOCAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE LLOYDMINSTER PUBLIC SCHOOL DIVISION NO. 99 AND THE TEACHERS OF THE LLOYDMINSTER PUBLIC SCHOOL DIVISION NO. 99

PREAMBLE

In this agreement words used in the masculine gender shall be construed as including or referring to a person of the feminine gender, where the facts or context so require.

The Director of Education is accountable to the Board for directing the operations of the School Division and moving the Division towards the achievement of its goals.

The Board of Education delegates authority in decision making to the Director of Education through Board Policy #11.

The Director of Education may delegate authority and decision making to a designated Superintendent.

Local Bargaining Authority:

Each Board of Education shall bargain collectively with the teachers employed by it with respect to the matters set out in subsection 237(2) Education Act, 1995.

The teachers employed by a Board of Education shall appoint a bargaining committee to have the exclusive authority, and be the sole party, to bargain collectively on behalf of all the teachers employed by that Board of Education with respect to the matters set out in subsection 237(2).

The Board and LINC Committee agree and acknowledge:

- that the current round of negotiations was conducted in an atmosphere of mutual trust and respect.
- that the process and the product of negotiations are equally as important.
- that guidelines and principles of conduct are most effective when they are mutually agreed upon.
- that a trusting and respectful relationship between the Board and Teachers has been established and shall be maintained.
- that collaborative, consultative and confidential processes serve the best interests of all parties concerned including the Board, Teachers, Students and the Public.
- that a collaborative and consultative process is essential for a healthy and respectful relationship.

## SECTION 1 DURATION AND RENEGOTIATION

- 1.1 This agreement shall be in effect from July 1, 2015 to June 30, 2019.
- 1.2 Notwithstanding clause 3.1, the provisions of this agreement shall remain in effect pending the signing of a new agreement.
- 1.3 Any section of this agreement may be renegotiated by mutual consent of both negotiating committees prior to the expiry date of this agreement.
- 1.4 In the event that any provisions of this agreement shall be determined to be invalid in law, such provisions only shall be renegotiated.
- 1.5 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 policy development and to identify potential areas for consideration in future agreements.

## SECTION 2 APPEALS

- 2.1 Teachers have the right to appeal to the Board of Education any decision stemming from the application of this agreement. Receipt of such appeals will be acknowledged within fourteen days by the Board's Secretary and will be addressed by the Board at its next regularly scheduled meeting.

## SECTION 3 GRIEVANCE PROCUDURES

- 3.1 Any grievance arising out of this Agreement shall be submitted in writing to the Lloydminster Teacher's Association's (LTA) Public L.I.N.C. Chairman provided efforts to resolve the matter through administrative channels have failed.
- 3.2 A Grievance Committee shall be convened consisting of seven (7) members, being three (3) appointed by the LTA, three (3) appointed by the Board and one (1) mutually appointed member.
- 3.3 Upon notification of a grievance, the Grievance Committee shall meet within fifteen (15) days to consider the grievance.

- 3.4 The Grievance Committee may make such recommendations to the parties to the grievance as it deems advisable. A decision of the Grievance Committee shall be considered carried if passed by a majority of the Committee, present and voting.
- 3.5 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter in accordance with the terms of The Education Act, 1995 and any amendments thereto.

SECTION 4 EMPLOYMENT INSURANCE (EI) REBATE

- 4.1 The Board shall forward to the LTA Treasurer by January 31 annually an amount equal to 5/12 of the Employment Premiums reduction received by the Board on behalf of each teacher in its employ.

SECTION 5 LLOYDMINSTER TEACHERS ASSOCIATION FEE COLLECTION

- 5.1 The Board shall collect and forward LTA fees annually for the local teacher association by deducting equal amounts from the October and November pay periods. The President of the LTA shall inform the Chief Financial Officer by September 1<sup>st</sup> the amount of the deductions.

SECTION 6 PAY PERIODS FOR TEACHERS

- 6.1 Teachers shall have the option of being paid one-tenth or one-twelfth of their annual salary, payable on the twenty-eighth (28<sup>th</sup>) day of each month. Should the twenty-eighth day fall on a weekend, payment shall be dated for the Friday, immediately preceding.
  - 6.1.1 Teachers who have selected a "twelve-pay option" and who are leaving the employ of the L.P.S.D., may request in writing by June 15<sup>th</sup> that they be paid on June 28<sup>th</sup>, all salary due for the school year.
- 6.2 Each teacher shall elect one of the payment options when commencing employment with the Division. The chosen option shall remain in effect for the ensuing years unless notification is given on the standard form prior to September 15 for a change in payment option for the current school year.
- 6.3 Notwithstanding clause 6.1, teachers employed on temporary contracts shall be paid on a ten month basis.
- 6.4 Teachers newly employed by the Lloydminster Public School Division may request an advance payment of half of their September pay. Such requests must be made in writing prior to September 10<sup>th</sup>.

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**SECTION 7 SALARIES FOR SUBSTITUTE TEACHERS**

- 7.1 Substitute teachers shall receive a salary of 1 divided by the number of operational days, as defined in the annual school year calendar, of the minimum of Class IV as established by the Provincial Collective Bargaining Agreement.
- 7.2 Beginning the sixth (6<sup>th</sup>) consecutive day in the same teaching position, the substitute teacher shall be paid a daily rate of the annual salary, based on the teacher's qualifications and experience, as established by the Provincial Collective Bargaining Agreement.
- 7.3 The revised rate of pay for substitute teachers will commence immediately on the date of signing of a new provincial collective agreement and be applied only from that day forward.

**SECTION 8 SPECIAL ALLOWANCES FOR TEACHERS**

- 8.1 Through a selection process, a teacher employed by the Board and appointed by the Director to the position of Coordinator will be paid an allowance equal to the greater of:
  - 8.1.1 Their current LPSD special or administrative allowance, or
  - 8.1.2 The average LPSD principal allowance calculated annually.
- 8.2 Through a selection process, a teacher employed by the Board and appointed by the Director to the position of Consultant will be paid an allowance equal to ten percent (10%) of their current class and step.

**SECTION 9 SPECIAL LEAVE**

- 9.1 In applying this section, the number of days of special leave awarded will be granted on a "per year basis", prorated on the full time equivalency (F.T.E.) of the teacher's contract and in keeping with the following:

\*In a case of special leave where a teacher is granted pay less substitute rates, the teacher's pay will be deducted only if a substitute teacher is hired to cover the special leave.

- 9.1.1 Medical appointments, including optical and dental, for dependent child or spouse, or a dependent child or spouse requiring assistance at home because of physical or psychological infirmity. Up to three days, per year per child and spouse, with full pay.
- 9.1.2 For the care and attention of an aging parent requiring assistance because of physical or psychological infirmity. Up to one day per year with full pay.

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| 9.1.3  | For any of the following reasons:<br>a) convocation of self, child or spouse from high school, or any post-secondary programs;<br>b) unavailability of childcare;<br>c) inability to report to work due to transportation problems or inclement weather;<br>d) defense of Masters or Doctorate Thesis or Dissertation. | A maximum of one day per year with full pay for this category. Leave without pay may be granted for periods of absence in excess of one day in total. |
| 9.1.4  | Employee participating as a Coach or Competitor at the National or International level while representing a Province or Canada.  | Up to five days with pay less substitute costs per year.  |
| 9.1.5  | Coaching (non-school) youth at provincial, cultural or sports competitions.  | Up to one day with pay less substitute costs per year.  |
| 9.1.6  | Participation in provincial sports or cultural competitions.   | Up to one day with pay less substitute costs per year.  |
| 9.1.7  | Court appearances in which the employee is a principle.  | Leave without pay.  |
| 9.1.8  | Job interviews.  | Leave without pay.  |
| 9.1.9  | Serve as an executor or executrix of an estate.  | Leave without pay.  |
| 9.1.10 | Employees subpoenaed as witness or jurors.   | Leave with pay less fees paid by the court.   |
- 9.2 Teachers will have three days for personal leave available to them on a “per year basis” prorated on the full time equivalency (F.T.E.) of the teacher’s contract. Teachers may, subject to authorization based on operational requirements by the principal, take up to three days of personal leave per school year with full pay to attend to matters of a personal nature. Leave under this clause must be taken in half or whole day units. Unused leave under this clause is not cumulative year to year. Teachers who do not use these days will be paid for them at the prevailing substitute teacher rate on a prorated basis in keeping with their contract. Teachers shall complete Form 9.2.1 and submit to the Payroll Department by the first Friday in June of each year to request payment. Payment in June will be made in accordance with the schedule for pay periods established in Section 6.

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- 9.3 If personal days are exhausted, teachers may apply to the Director in writing for special leave for unforeseeable events or emergent matters. The Director may, at his/her discretion, grant such leave without pay, with full pay, or with partial pay.

## SECTION 10 SUPERVISION RECOGNITION DAY

- 10.1 Effective the 2016/17 school year, the Board of Education shall grant all teaching and administrative personnel a day with pay in recognition of extra ordinary time spent on scheduled supervisory duties before and after school. This day shall be scheduled in the annual school year calendar.

## SECTION 11 COMPASSIONATE LEAVE

- 11.1 The Director endorses the principle of granting compassionate leave with pay to a teacher in case of serious accidental injury or illness and/or death of a member or members of the teacher's immediate family or the immediate family of the teacher's spouse, the number of days awarded to be in keeping with the following:

11.1.1 For the purpose of this section, immediate family is defined as: spouse (as defined by Canada Revenue Agency), parent (mother, father, step-mother, step-father, mother-in-law, father-in-law), siblings (sister, brother, step-sister, step-brother, sister-in-law, brother-in-law), children (son, daughter, step-son, step-daughter, son-in-law, daughter-in-law), grandparent, great grandparent, grandchild, nephew, niece, aunt or uncle.

11.1.2 Leaves are granted on a "per year basis" and are prorated on the full time equivalency (F.T.E.) of the teacher's contract.

Death of Parent                      Up to 5 days with pay. If required an additional 5 days with pay shall be granted upon request to the Superintendent of HR.

Death of Sibling  
or Grandparent                      Up to 5 days with pay.

Death of Spouse  
or Child                                      Up to 10 days with pay.

Death of other family  
members as per LINC  
11.1.1                                      Up to 2 days with pay with up to 2 additional days without pay.

Acute, life-threatening  
illness or accident of                      Up to 2 days with pay with up to 3 additional days with pay, less substitute rates.



parent, spouse or child.

Attend the funeral of a friend or colleague. Up to one day with full pay.

- 11.2 The Director may grant up to three days compassionate leave with pay when the teacher is named as an honorary or active pallbearer.
- 11.3 The Director may, at his/her discretion, grant compassionate leave in special instances other than those listed in 11.1 and 11.1.1. The Director may, at his/her discretion, grant such leave without pay, with full pay or with partial pay.
- 11.4 In a case of compassionate leave where a teacher is granted pay less substitute rates, the teacher's pay will be deducted only if a substitute teacher is hired to cover the compassionate leave.

## SECTION 12 MATERNITY/PATERNITY LEAVE/ADOPTION LEAVE

- 12.1 Teachers shall be eligible for all parenting leave benefits (including maternity, paternity, and adoption leave) as provided in the Saskatchewan Employment Act, the Employment Insurance Act, other applicable legislation as amended from time to time, or as provided in the teachers' provincial collective agreement. Leaves in excess of the minima provided in the foregoing may be approved by the Director by mutual agreement with the teacher.
- 12.2 Parenting Leave - Fathers of new born children and adoptive parents shall be entitled to 2 days of leave with full pay. The number of days may be extended at the discretion of the Director, without pay, with full pay or with partial pay.

## SECTION 13 EDUCATIONAL LEAVES FOR TEACHERS

When the Director grants teacher or Director requested Educational leaves to teachers to improve their professional qualifications the following shall apply:

- 13.1 **Classification of Leaves:** Leaves shall be of three types according to their duration.
  - 13.1.1 **Long Term Leave** shall be for two semesters up to 14 months.
  - 13.1.2 If the leave is teacher requested, salary shall be at a rate of 55 - 75% of the applicant's annual salary for the school year in which the leave occurs.
  - 13.1.3 If the long term leave is teacher requested, the teacher shall be required to return to the service of the Board for 2 years.
  - 13.1.4 If the long term leave is Director requested, the teacher shall receive 100% of

the annual salary for the school year in which the leave occurs.

- 13.1.5 If the long term leave is Director requested, the teacher shall be required to return to the service of the Board for 3 years.
- 13.1.6 **Medium Term Leave** shall be for 1 semester up to 6 months.
- 13.1.7 If the leave is teacher requested, salary shall be at a rate of 55 - 75% of the applicant's annual salary for the school year in which the leave occurs.
- 13.1.8 If the leave is teacher requested, the teacher shall be required to return to the service of the Board for 1 year.
- 13.1.9 If the leave is Director requested, the teacher shall receive 100% of the applicant's annual salary for the school year in which the leave occurs.
- 13.1.10 If the leave is Director requested, the teacher shall return to the service of the Board for 2 years.
- 13.1.11 **Short Term Leave** shall be for less than one semester.
- 13.1.12 If the short term leave is teacher requested, salary shall be at a rate of from 55 - 75% of the applicant's salary for the portion of the school year in which the leave occurs.
- 13.1.13 If the short term leave is teacher or Director requested, the teacher shall be required to return to the service of the Board for 1 year.
- 13.1.14 If the short term leave is Director requested, the applicant shall receive 100% of the applicant's salary for the portion of the school year in which the leave occurs.
- 13.2 **Qualification for Leaves:** The applicant's program of study must be approved by the Director or his designate.
- 13.3 The teacher, upon his return to the school system, shall be placed in a position that shall be agreed upon prior to granting leave. The employment shall be under similar terms and conditions.
- 13.4 The teacher shall confirm in writing his return to the employ of the School Board immediately following the leave, except in cases applying to 12.5. If the teacher fails to comply with the agreement referred to heretofore, he shall refund the money awarded to him together with interest at the preferred bank rate prevailing at the date of granting of the leave. In the event that there is a partial compliance as to time, the refund shall be the equivalent proportion of the amount of salary received. (\* add 3 months prior to return)

- 13.5 Should a teacher die or become disabled to the extent that the teacher is unable to perform his duties in an acceptable manner while on assigned Educational leave or during the period of commitment, there shall be no liability on him, his family or his estate for the repayment in part or in whole of the award.
- 13.6 A teacher shall apply to the Director for long term leave on or before the 28th day of February prior to the commencement date of the leave. A teacher shall apply for other types of leave 5 months prior to the commencement date of the leave. The Director shall notify the teacher of his/her decision within six weeks of the final application date and the teacher shall confirm his acceptance or rejection within two weeks of being notified of that decision.
- 13.7 The specific conditions of the Educational leave shall be stated in an agreement which shall be signed by the teacher and the Director.
- 13.8 Notwithstanding 13.6, application periods for the Educational leave may be altered by mutual agreement.
- 13.9 For purposes of this section, "salary" shall be defined inclusive of supervision allowances and any adjustments to salary and allowances that may pertain as a result of changes to the Provincial Collective Agreement.

#### SECTION 14 SABBATICAL LEAVES FOR TEACHERS

A teacher may apply to the Director for a Sabbatical Leave or a teacher may be offered a Sabbatical Leave by the Director under the following conditions:

- 14.1 A Sabbatical Leave shall be granted without pay.
- 14.2 The duration of a Sabbatical Leave may be up to one complete academic year.
- 14.3 A teacher who has been granted Sabbatical leave, shall, upon return to the school system, be placed in a position that shall be agreed upon prior to the granting of the leave. Employment shall be under similar terms and conditions.
- 14.4 The number of Sabbatical Leaves granted in a school year shall be at the discretion of the Director.
- 14.5 A teacher shall apply to the Director for Sabbatical Leave on or before the 30th day of March prior to the commencement date of the leave. The Director shall notify the teacher of his/her decision within six weeks of the final application date and the teacher shall confirm his acceptance or rejection within two weeks of being notified of that decision.
- 14.6 The specific conditions of the Sabbatical Leave shall be stated in an agreement which shall be signed by the teacher and the Director.

- 14.7 Sabbatical Leave shall not be credited as experience for increment purposes upon the teacher's return to the system.
- 14.8 Notwithstanding 13.5, application periods for the Sabbatical Leave may be altered by mutual agreement.

#### SECTION 15 NEGOTIATION LEAVE

- 15.1 A teacher serving as a member of the Local Teacher Bargaining Committee, shall suffer no loss in salary for time permitted to be absent from his teaching duties for the purpose of:
- 15.1.1 participating in negotiations with trustee representatives;
  - 15.1.2 participating in conciliation proceedings;
  - 15.1.3 participating in mediation proceedings;
  - 15.1.4 participating in arbitration proceedings.

#### SECTION 16 - PROFESSIONAL DEVELOPMENT

- 16.1 The Director may make grants to teachers for the purpose of attending conferences, seminars, workshops, conventions, institutes or clinics.
- 16.1.1 When grants are awarded to teachers for the purpose of conducting research and acquiring information through attendance at conferences and/or seminars, visiting other school systems, and/or other related purposes approved by the Director, the teacher shall suffer no loss of pay during his absence from his duties in the school system. The teacher shall be reimbursed for his approved expenses other than travel, and shall be paid a travel allowance for kilometres necessarily travelled at the uniform rate established for all employees of the Lloydminster Public School Division.
  - 16.1.2 The foregoing provisions of this section do not restrict the Director from awarding leaves or grants in addition to those provided for by this section.
  - 16.1.3 Application for a grant must be filed with the Director, or his/her designate, on the prescribed form and be accompanied by the recommendation of the principal.
  - 16.1.4 Claims for payment shall be filed with the Director, or his/her designate, on the prescribed voucher form. The Director reserves the right to require receipts to support the claim.
  - 16.1.5 Staff may request reimbursement of pre-approved conference and travel costs, once incurred. If necessary, staff may request the Division to pre-pay conference or air fares for authorised staff development activities.

16.2 A teacher may be granted a bursary according to the following conditions:

16.2.1 The bursary program may be approved by the Director;

16.2.2 The Director may select a teacher and offer a bursary;

16.2.3 The Director may offer a bursary and invite teachers to apply on or before a specified date;

16.2.4 A teacher may make a written proposal which establishes the educational need within the system for a bursary;

16.2.5 The number of bursaries awarded in a given year may vary;

16.2.6 The specific conditions of the bursary shall be stated in an agreement signed by the teacher and the Director.

#### SECTION 17 PREPARATION TIME

17.1 The Board supports the principle and value of preparation time for all teachers. The Board agrees to make provision to accommodate preparation time when staffing and teaching assignments are being arranged.

17.2 All teachers (positions) shall have scheduled preparation time that is not less than 8.33% of the annual teaching assignment.

#### SECTION 18 SECONDMENT TIME FOR LTA PRESIDENT

18.1 The President of the LTA, when an employee of the LPSD, shall be provided with secondment time as agreed to by the Director. The LTA shall reimburse the Board for the cost of the teacher's salary and benefits for the percentage of the secondment.

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Memorandum of Agreement

BETWEEN:

Lloydminster Public School Division #99

AND:

Lloydminster Teachers' Association LINC Team

WILL BE REVIEWED AND UPDATED ANNUALLY

1. The Director is committed to an annual discussion with the LINC Committee to review:
  - 1.1 Staffing
  - 1.2 Class Size
  - 1.3 Budget
  - 1.4 Leave provisions in Section 9
  - 1.5 Preparation Time
  - 1.6 Other agreed upon items
2. The Director is committed to reviewing how Educational Leaves are administered in other Saskatchewan school divisions. Findings of this review will be shared with the LINC Committee by January 2017.
3. The Director is committed to reviewing AP 417 Extra-Curricular Supervision by June 2016.
  - Committed to providing ability to carry over 1 EDO into the following school year.
  - The maximum number EDOs and Personal Days used consecutively is five.
  - Adding the option of using noon hour supervision time for EDOs.
4. The Director is committed to developing job descriptions for any Coordinator or Consultant position prior to the appointment to the position.



For the Board of Education:



David Thompson Chair, Board of Education

Signed by the Negotiating Committee For the Board of Education



Eric Bloeh-Hansen - Trustee



Yana Knight - Trustee



Todd Robinson - Director of Education



Scott Wouters - Superintendent of HR



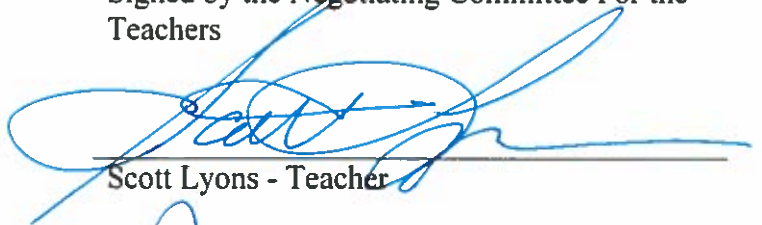
Matt Read - Chief Financial Officer

For the Teachers:

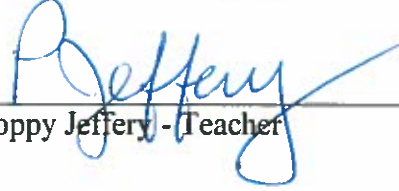


Cindy Roy - Chair, Teachers' Committee

Signed by the Negotiating Committee For the Teachers



Scott Lyons - Teacher

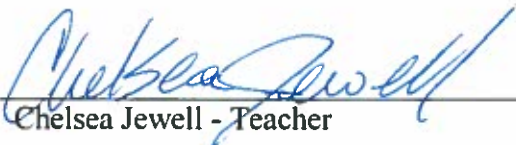


Poppy Jeffery - Teacher

Hydee Baum - Teacher



Grant Collins - Teacher



Chelsea Jewell - Teacher

Date January 21, 2016