

Local Collective Bargaining Agreement

Between

The Board of Education of the Good Spirit School Division No. 204 of Saskatchewan

And

The Teachers of the Good Spirit School Division No. 204 of Saskatchewan

Effective July 1, 2016 to June 30, 2018

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GOOD SPIRIT SCHOOL DIVISION NO. 204

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

Between

THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF SASKATCHEWAN (hereinafter called "The Board")

And

THE BARGAINING COMMITTEE APPOINTED BY THE TEACHERS OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF SASKATCHEWAN (hereinafter called "The Teachers")

has been negotiated in accordance with *The Education Act, 1995* and shall be effective July 1, 2016 to June 30, 2018.

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

The terms and conditions herein reduced to writing represent the whole agreement negotiated by the parties and are not subject to any additional terms and conditions other than those, if any, prescribed by law. The parties to this Agreement may by mutual consent revise any provision of this Agreement during the term of this Agreement.

Preamble: Definitions

For the purpose of this agreement, the following definitions in accordance with the Education Act will apply to the terms listed below:

<u>Academic Year</u> – the portion of a school year commencing on the first school day and ending on the last school day of that school year

<u>Fiscal Year</u> – the period commencing on September 1st of one year and ending on August 31st of the following year

School Year – the period commencing on July 1st in one calendar year and ending on June 30th in the next calendar year

For the purpose of this agreement, the <u>basic salary</u> is as identified in Article 2 of the Provincial Bargaining Agreement.

Section 1: Pay Periods & Deduction of Local Fees

1.1 Payment of Teacher Salaries

- 1.1.1 Teachers on continuing contracts shall have a choice of having their annual salary paid out over either ten (10) or twelve (12) pay periods per year.
- 1.1.2 The pay period chosen shall remain in effect for the following year of September 1st to August 31st and continue thereafter until changed by written request from the teacher.
- 1.1.3 Teachers shall notify the Director or designate in writing of their choice of pay periods prior to June 30th effective for the following year.
- 1.1.4 Teachers newly employed by the Board on continuing contracts shall be given the option as outlined above. Each newly employed teacher shall make their option known at the time of signing their contract.
- 1.1.5 In the event a teacher on a continuing contract does not notify the Board of their option, payment will be based on twelve (12) pay periods.
- 1.1.6 Payment of salaries for teachers on replacement contracts will be based on ten (10) pay periods and teachers on temporary contracts will be paid on actual time worked.
- 1.1.7 Teachers shall be paid on the 28th day of the month by direct deposit to the teacher's financial institution. When the 28th of the month falls on a weekend, payment will be made on the previous Friday.
- 1.1.8 In December, teachers will be paid on the last teaching day of the month.

1.2 <u>Deduction of Local Association Fees</u>

- 1.2.1 Every teacher who is now or hereafter becomes a member of the local association shall maintain membership in the local association as a condition of employment.
- 1.2.2 As a condition of employment, each teacher is required to pay association fees. The Board agrees to deduct fees from each employee's pay upon written notification from the Good Spirit Teachers' Association President. The total sum deducted shall be forwarded to the Treasurer of the local association on a monthly basis.

Section 2: Deferred Salary Plan

A deferred salary plan will be made available to all teachers in the division. Leave with deferred salary is subject to the following conditions:

- 2.1 The teacher must have completed two (2) years of teaching with the Board prior to application.
- 2.2 A teacher, who makes application to defer salary, is required to defer salary for four (4) academic years with the leave to be taken during the fifth (5th) year.
- 2.3 To access the deferred salary, a teacher must request leave for a full academic year.
- 2.4 The teacher shall make an application not later than September 15th of the first (1st) year.
- 2.5 A teacher wishing to opt out of the plan may do so on agreement with the Director:
 - 2.5.1 at any point prior to the fourth (4th) year; or
 - 2.5.2 during the fourth (4th) year not later than January 31st
 - 2.5.3 amount payable to the teacher shall be paid out

Section 3: Leave

Teachers on temporary contracts shall be entitled to leaves on a pro-rated basis and shall be the same percentage of time as set out in the teacher's contract of employment. Teachers shall retain accumulation of days from one temporary contract to another provided the contracts are in the same academic year.

Part-time teachers shall be entitled to leaves on a pro-rated basis and shall be the same percentage of time as set out in the teacher's contract of employment.

3.1 Release Time for Good Spirit Teachers' Association (GSTA) Elected Officials

In the event mutual agreement is unable to be reached in Option A, Option B will apply. It is understood that the GSTA will be responsible for all costs associated with this leave.

Option A

- 3.1.1 The GSTA shall notify the board the day after the GSTA annual general meeting in May of each year who has been elected president for the following year. The president elect shall be granted up to 30% release time per academic year. The exact percentage shall be determined by mutual agreement between the president elect, principal and superintendent. The GSTA shall reimburse the Board, in monthly installments, the salary for the percentage of the president's release time according to the salary rate of the Provincial Collective Bargaining Agreement.
- 3.1.2 The GSTA president shall be granted up to an additional maximum of five (5) days leave for each academic year to be used for association work.
- 3.1.3 The GSTA shall be granted up to a maximum of forty-five (45) days leave for each academic year to be used by elected officials, with the exception of the president, for association work.
- 3.1.4 A maximum of ten (10) days for any one executive member with no more than two (2) consecutive days in an academic year.

Option B:

3.1.5 The GSTA shall be granted up to a maximum of fifty (50) days leave for each academic year to be used by elected officials for association work.

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3.1.6 A maximum of ten (10) days for any one executive member with no more than two (2) consecutive days in an academic year.

3.2 Negotiation and Dispute Leave

- 3.2.1 A teacher certified as a representative of the local negotiating committee shall suffer no loss in salary for time necessarily absent from his/her regular duties for the purpose of participation in negotiation, mediation, conciliation, arbitration, and appeal proceedings. The Board agrees to cover the cost of substitute teacher salaries.
- 3.2.2 To recognize preparation, which includes joint board and local negotiating committee training, each teacher certified as a representative of the local negotiating committee shall be granted up to four (4) days of leave with pay in a negotiation year. The Board and the local association agree that the cost of substitute teacher salaries will be shared equally by the Board and the GSTA.

3.2.3 Costs incurred for the purposes of negotiation, including meals, travel and accommodation, shall be shared between the Board and the GSTA. Each party is responsible for their member costs.

3.3 Saskatchewan Teachers' Federation Leave for Officials

For teachers fulfilling duties at the provincial level, refer to the Provincial Collective Bargaining Agreement.

3.4 <u>Provincial Curriculum Leave</u>

- 3.4.1 A teacher applying to serve on a provincial curriculum development committee will submit written notification to the Director. A decision to serve on the committee shall be made after consultation with the Director, principal and the teacher involved.
- 3.4.2 Any teacher serving on a provincial curriculum development committee shall be granted leave with pay to attend meetings of the committee.

3.5 Education Leave

For the purpose of this section, Education Leave is defined as a leave in which a teacher desires to pursue studies, or to undertake training or other activities from a recognized post-secondary institution, in order to expand or improve his/her professional qualifications that align with the Board's goals, priorities and financial resources available in a given year.

- 3.5.1 The Director may grant a long term (one (1) semester or more) or a short term education leave to a teacher and, if granted, the following shall apply:
 - 3.5.1.1 Leave of absence for any period of time up to a maximum of one (1) full academic year may be granted for the purpose of improving the qualifications of a teacher.
 - 3.5.1.2 To qualify, a teacher must have at least four (4) years' consecutive service or equivalent with the Board.
 - 3.5.1.3 A teacher shall apply to the Director for education leave no later than January 31st of an academic year for a leave which will commence in the following year. The leave shall be conditional upon their acceptance into the program. The Director shall notify the teacher of their decision within six (6) weeks of the final date of application. Upon request, applicants will be informed of the specific criteria used in reaching the decision.
 - 3.5.1.4 While on leave, the teacher will undertake a course of study that has been approved by the Director.

- 3.5.1.5 When an education leave has been granted under this section, the teacher and Director or designate shall execute a written agreement incorporating the terms and conditions of the leave.
- 3.5.1.6 The teacher shall undertake, in writing, to return to the employ of the Board for a period of time as outlined below:
 - 3.5.1.6.1 A leave of one (1) semester or more requires two (2) years teaching service immediately following the leave.
 - 3.5.1.6.2 A leave less than one (1) semester requires one (1) year teaching service immediately following the leave.
 - 3.5.1.6.3 In the event of default, the teacher agrees to refund the money awarded to him/her together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. The Board shall immediately discontinue any further payment.
- 3.5.1.7 The Board will assist the teacher by providing 60% of the basic salary of the teacher, commencing the beginning of the leave in accordance with Section 1 Payment of Teacher Salaries.
- 3.5.1.8 Education leave granted for an academic year shall not constitute a break in service but neither shall it count as a year of experience for the purpose of increments. Years of experience are not affected by short term leaves.
- 3.5.1.9 Should the teacher discontinue the program, the teacher shall immediately undertake to refund the award in a lump sum payment or through fixed payroll deductions within a period not to exceed one (1) year following the date of his/her return to the school system together with interest at the preferred lending rate prevailing at the date of the award. The Board shall immediately discontinue any further payment.
- 3.5.1.10 In the event the teacher should die or become disabled from teaching while on leave of absence or during the period of committed service, there shall be no legal liability on any person or estate for refund of the award in whole or in part. The Director may require a medical certificate for a disability if deemed necessary.

- 3.5.1.11 In rare cases involving extenuating circumstances, after application to the Director setting out the reasons, the Director may authorize an extension to the program completion date, the repayment provisions and the return in service provisions subject to written agreement of the parties.
- 3.5.1.12 The teacher, upon his/her return to the school system, shall return to a position comparable to that held prior to the award or to a subsequent mutually agreed upon position.
- 3.5.1.13 In the event that the teacher's position is declared redundant, there shall be no requirement to repay the award.

3.6 Sabbatical Leave

For the purpose of this section, Sabbatical Leave is defined as a leave free from all teaching and administrative duties to gain educational and life experience. Consideration is dependent on financial resources available in a given year.

- 3.6.1 The Director may grant a long term (one (1) semester or more) or a short term sabbatical leave to a teacher, and if granted, the following shall apply:
 - 3.6.1.1 Leave of absence for any period of time up to a maximum of one (1) full academic year may be granted for the purpose of improving the qualifications of a teacher.
- 3.6.1.2 To qualify, a teacher must have at least four (4) years' consecutive service or equivalent with the Board or predecessor Board.
 - 3.6.1.3 A teacher shall apply to the Director for sabbatical leave no later than January 31st of an academic year for a leave which will commence in the following year. The leave shall be conditional upon their acceptance into the program. The Director shall notify the teacher of their decision within six (6) weeks of the final date of application. Upon request, applicants will be informed of the specific criteria used in reaching the decision.
 - 3.6.1.4 When a sabbatical leave has been granted under this section, the teacher and Director or designate shall execute a written agreement incorporating the terms and conditions of the leave.
 - 3.6.1.5 The teacher shall undertake, in writing, to return to the employ of the Board for a period of time as outlined below:
 - 3.6.1.5.1 A leave of one (1) semester or more requires two (2) years service immediately following the leave.
 - 3.6.1.5.2 A leave less than one (1) semester requires one (1) year service immediately following the leave.

- 3.6.1.5.3 In the event of default, the teacher agrees to refund the money awarded to him/her together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. The Board shall immediately discontinue any further payment.
- 3.6.1.6 The Board will assist the teacher by providing 51% of the basic salary of the teacher, commencing the beginning of the leave in accordance with Section 1 – Payment of Teacher Salaries.
- 3.6.1.7 Sabbatical leave granted for an academic year shall not constitute a break in service but neither shall it count as a year of experience for the purpose of increments. Years of experience are not affected by short term leaves.
- 3.6.1.8 In the event the teacher should die or become disabled from teaching while on leave of absence or during the period of committed service, there shall be no legal liability on any person or estate for refund of the award in whole or in part. The Director may require a medical certificate for a disability if deemed necessary.
- 3.6.1.9 The teacher, upon his/her return to the school system, shall return to a position comparable to that held prior to the award or to a subsequent mutually agreed upon position.
 - 3.6.1.10 In the event that the teacher's position is declared redundant, there shall be no requirement to repay the award.

3.7 Compassionate Leave

- 3.7.1 A teacher shall be granted compassionate leave with pay for up to five (5) consecutive teaching days per occasion in the event of a serious illness, death and funeral in the immediate family.
- 3.7.2 For the purpose of this section, immediate family is defined as spouse, common-law spouse, partner, mother, father, legal guardian, brother, sister, child, step child, ward, and grandchild.
- 3.7.3 A teacher shall be granted compassionate leave with pay for up to three(3) consecutive teaching days per occasion in the event of a serious illness, death and funeral in the extended family.

- 3.7.4 For the purpose of this section, extended family is defined as grandparent, uncle, aunt, niece and nephew as well as those members of the spouses' immediate and extended family.
- 3.7.5 In extenuating circumstances such as extensive travel and administrative responsibilities, a teacher may be granted leave with pay in excess of three (3) days for extended family. In order for such a request to be considered, the teacher shall supply the details of the request to the Director.
- 3.7.6 The Director, at his/her discretion, may grant compassionate leave in excess of five (5) days in instances other than immediate family.

3.8 Personal Leave

A teacher shall be granted leave with pay to a maximum of five (5) teaching days in any one (1) academic year for one or more of the following reasons. If the days are to be requested consecutively, they must be approved by the Superintendent of Education after consultation with the principal.

Personal leave days will be prorated for part-time teachers.

These days will be prorated for teachers whose employment commences after the beginning of the school year. Teachers shall receive ½ day personal leave for each month of service from their commencement of employment, not to exceed five (5) days per year.

- 3.8.1 To attend secondary graduation or post-secondary convocation of self, child, spouse or partner.
- 3.8.2 To attend to secondary graduation or post-secondary convocation of parent or sibling. The number of such days in any one (1) academic year shall not exceed one (1) per instance.
- 3.8.3 To attend functions of voluntary community organizations if he/she is an officer of such an organization on a regional, provincial, national and international level.
- 3.8.4 To attend to duties as an official delegate (beyond the local meeting) arising from membership of a local government board.
- 3.8.5 To serve as an active pallbearer, musician, soloist, reader or communion server at a funeral.
- 3.8.6 To attend a funeral as a mourner. The number of such days in any one (1) academic year shall not exceed one (1).

- 3.8.7 In the instance a teacher is stranded from his/her work due to impassable or extremely hazardous roads. The number of such days in any one (1) academic year shall not exceed two (2).
- 3.8.8 To enable a teacher to attend the birth of his/her child.
- 3.8.9 To enable a teacher to bring a newborn child home from the hospital.
- 3.8.10 To enable a teacher to be present when a child becomes available for his/her adoption.
- 3.8.11 To attend non-routine medical or dental appointments or medical referrals to specialists for a spouse, partner, child, ward, parent or parent-in-law.
- 3.8.12 To attend an emergency, accident or sickness involving a spouse, partner, child, ward, parent or parent-in-law. For this clause only, up to three (3) consecutive days may be approved by the principal without consultation with the Superintendent.

3.9 Other Leave

The Director, at his/her discretion, may grant a teacher a leave of absence with or without pay for unforeseen or extenuating circumstances under the following provisions:

- 3.9.1 A teacher must have exhausted the use of all EDO's prior to requesting a leave under this section.
- 3.9.2 A request for leave including a detailed explanation must be submitted to the principal which will then be forwarded to the Director for consideration. A decision shall be made after consultation with the principal and employee involved.

3.10 Maternity, Parental and Adoption Leave

- 3.10.1 A teacher shall be entitled to maternity, parental and adoption leave in accordance with *The Saskatchewan Employment Act*.
- 3.10.2 The Director may grant unpaid leaves for such longer periods of time as may be mutually agreed upon by the teacher and the Director.

Preamble: Earned Days Off (EDOs)

For the purpose of Section 4 and 5, teachers may accumulate Earned Days Off (EDOs) for noon period travel, noon supervision and extra-curricular supervision.

Definitions

Noon Period Travel

Noon period travel shall mean a teacher who is required and approved to travel between schools over the noon hour for work-related purposes and does not receive a duty free lunch period. Travel time is tracked in minutes.

Noon Supervision

Noon supervision shall mean approved supervision during the lunch period. A teacher volunteering to provide noon supervision shall declare his/her intention by June 10th of the preceding school year. In the case of a teacher new to the division, the teacher shall declare his/her intent with respect to the above on the first day of his/her employment. Supervision time is tracked in minutes.

Extra-Curricular Supervision

Extra-curricular shall be defined as the voluntary time spent supervising a principal-approved extra-curricular activity with students outside of regular school hours. Extra-curricular time is submitted in hours.

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Entitlement

- Four (4) days may be used as time in lieu in any one school year. The principal must receive the written request on the appropriate form well in advance of the requested date(s).
- Approval will be at the principal's discretion, subject to the work requirements of the school.
- If more than two (2) days are to be requested consecutively, they must be approved by the Director of Education after consultation with the principal. This will only be granted in exceptional circumstances.
- Part-time teachers who use EDOs do so prorated to their contracts to a maximum of 4 days of their part-time days.

Payroll Notification

• By June 1st, teachers shall inform payroll, via their school administration, the time worked in the following categories:

- noon hour supervision in minutes
- o extra-curricular supervision in hours to a maximum 360 hours
- noon period travel in minutes
- total number of EDOs taken during the academic year
- carry forward day(s) (if applicable)

The following are examples of how recognition shall be applied:

Example A:

A 50% teacher working half days who has earned 4 days takes 4 days at 50% which equals 2 days from the bank of 4 days. 2 days remain in the bank.

Example B:

A 50% teacher working full days every second day who has earned 4 days takes 4 days at 100% which equals 4 days from the bank of 4 days. 0 days remain in the bank.

Carry Forward Time

- Up to a maximum of two (2) days of unused time in lieu may be carried forward to the next year to be used in accordance with *Preamble: Earned Days Off -*Entitlement.
- By June 1st teachers shall inform payroll, via their school administration, of their intention to carry forward their two (2) unused time in lieu days. The unused time in lieu day(s) may be carried forward in a half or full day increments only.

Section 4: Noon Period Travel and Noon Period Supervision

- 4.1 Any teacher who is approved to travel over the noon period or provide noon supervision shall be compensated in accordance with the following:
 - o 6 hours of service = ½ day time in lieu.
 - o 12 hours of service = 1 day time in lieu.
 - o 18 hours of service = 1.5 days time in lieu.
 - 24 hours of service = 2 days time in lieu.
 - o 30 hours of service = 2.5 days time in lieu.
 - o 36 hours of service = 3 days time in lieu.
 - 42 hours of service = 3.5 days time in lieu
 - o 48 hours of service = 4 days time in lieu.
 - Time earned in less than half day increments, hours not used as time in lieu or hours earned in excess of 48 hours shall be paid an hourly rate of

- 1/12 of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement.
- o For the purpose of this contract, a half day shall be one morning or one afternoon.
- Any payout shall be made in June on the regular monthly pay cheque.

Section 5: Extra-Curricular Supervision

- 5.1 Any teacher who is approved to provide extra-curricular supervision shall be compensated in accordance with the following:
 - An additional 5% of the earned hours will be granted in recognition of time spent planning an approved activity.
 - Teachers who earn less than 40 hours of service may be paid an hourly rate of 1/40 of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement. These hours may be carried forward in accordance with *Preamble: Earned Days Off Carry Forward Time.*
 - 40 hours of service = 1 day time in lieu.
 - o 75 hours of service = 1.5 days time in lieu.
 - o 110 hours of service = 2 days time in lieu.
 - o 145 hours of service = 2.5 days time in lieu.
 - o 180 hours of service = 3 days time in lieu.
 - 210 hours of service = 3.5 days time in lieu.
 - o 240 hours of service = 4.0 days time in lieu.
 - o Increments of 270, 300, 330 and 360 hours of service shall be paid one half (½) of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement for each increment reached.
 - o For the purpose of this contract, a half day shall be one morning or one afternoon.
 - Any payout shall be made in June on the regular monthly pay cheque.
 - Carry forward of hours between increments beginning at 40 hours and ending at 360 hours will be carried forward into the new school year.
 - Example: 50 hours = 1 day time in lieu and 10 hours carried forward to the next year.
- 5.2 Recognition Fund for Extra-Curricular Hours Above 360

Teachers that provide more than 360 hours of extra-curricular supervision in a school year will receive \$500.00 recognition allowance to be used for professional development or extra-curricular development. Special recognition funds can accumulate to a maximum of \$1000.00 and must be used within four (4) years. This fund can be used in conjunction with the school-based PD fund or other available professional development funds.

5.3 Payment for Earned Days Off will be calculated using Class V Step 6 rates currently in effect as of June 1st in that academic year.

Section 6: Reimbursement of Expenses

Reimbursement of teacher out-of-pocket expenses is to be handled at a school-based level with decentralized budgets.

Section 7: Professional Development

7.1 School Based Fund

- 7.1.1 The Board shall allocate a portion of the budget each fiscal year to fund professional development, including but not limited to conferences, seminars, workshops, collaborative learning and peer observations. The fund shall be equivalent to 0.56% of annual in-scope teacher salaries in the approved budget. This fund shall be allocated to each school based on its proportion of the total approved full time equivalent teachers. The GSTA will be provided with the annual per school allocation.
- 7.1.2 Principals shall establish an in-school professional development committee to develop procedures on how the decentralized portion of professional development will be administered, and to grant professional development leaves as needs of the school dictate.

7.2 Association Days

For the purpose of this section, it is agreed that the Board and the GSTA will jointly plan and fund two (2) association days per academic year that focus on curriculum and professional development needs of the division. This shall include one half (1/2) day devoted to a GSTA business meeting. The Board shall take the lead role in planning the day in Semester 1 and the GSTA shall take the lead role in planning the day in Semester 2.

7.3 Board Directed Training

When the Board requires a teacher to attend a professional development session, all expenses are to be covered by the Board and will have no impact on school based professional development funds.

Section 8: Staff Meeting and School Based Planning Days

In order to facilitate adequate time for school staff meetings and staff development, the Board shall provide for one non-student day per semester. In order to ensure Transportation services continue to operate most efficiently, these days shall apply to all schools on the same day.

Principals will schedule a reasonable number of staff meetings if required and this plan will be communicated at the commencement of the school year.

Section 9: Bursaries

- 9.1 The Board shall establish a bursary fund for the purpose of improving professional qualifications of its teaching staff. This fund shall be equivalent to 0.13% of annual inscope teacher salaries.
- 9.2 The fund will be allocated to cover tuition and administration fees of an approved postsecondary course and/or a Saskatchewan Teachers' Federation short course.
 - 9.2.1 If the credit hours are not identified, the equivalent credit hours will be determined by the Director in consultation with the applicant.
- 9.3 Up to twelve (12) credit hours may be approved for reimbursement per teacher in any one fiscal year.
 - 9.3.1 Teachers may make written application to the Director or designate to be reimbursed for more than twelve (12) credit hours in any one fiscal year.
- 9.4 The reimbursement amount per credit hour will be calculated by dividing the approved bursary fund by the number of total approved credit hours in the fiscal year.
- 9.5 If additional grants are available for a prescribed course, costs above tuition and administration fees may be covered.
- 9.6 The fund shall be set up on the Board's fiscal year with no accumulation or carry-over of funds.
- 9.7 To qualify for an award, a teacher must have completed one (1) year of teaching service with the Board prior to commencement of the program or course.
- 9.8 An application form shall be forwarded to the Director or designate at the time of registration for the course.
- 9.9 Payments for successful completion of approved course(s) shall be made upon sufficient proof of completion. Proof of completion is defined as the official transcript and receipts for bursary approved course(s). This documentation must be received by the division office no later than August 31st to be eligible for payment. Payment will be processed after the fiscal year is complete.
- 9.10 The teacher shall undertake, in writing, to return to the employ of the Board for at least one (1) year immediately following the completion of the program or course. Notwithstanding the above, the Board may, at its discretion, waive compliance on the part of the teacher in whole or in part.

Section 10: Department Head Allowance

- 10.1 Teachers designated as department heads by the principal with approval of the Director shall be compensated in the form of appropriate release time per semester.
- 10.2 Department heads shall receive one (1) period of release time per day per semester.

Section 11: Preparation Time

The Good Spirit School Division maintains its commitment to the curricular program through provision of preparation time for teachers. This time is based on three foundational principles:

- Provision shall be equitable (just and fair);
- Provision shall enhance the teachers' capacities to meet the learning needs of students; and
- Provision shall enhance the school's capacity to be a learning community.
- 11.1 8% to 10% preparation time shall be allocated to individual teachers. The assignment of preparation time may be less than 8% in schools where administration, in joint consultation with all staff, determines creative and practical ways to meet the needs of their teachers and school. It is mutually understood that ongoing dialogue is necessary to resolve issues concerning preparation time. The principal will strive to schedule preparation time for each teacher every day.

Section 12: Transition to Retirement

- This program is strictly voluntary to teachers who have attained superannuation eligibility. Teachers interested in accessing this section are encouraged to direct inquiries regarding eligibility to the Director.
 - 12.1.1 If a teacher is eligible and wishes to participate, the teacher must provide a letter of resignation to the Director at least three (3) weeks in advance of the requested date of superannuation. The superannuation date chosen must also coincide with the last teaching day of the month in which the superannuation will occur. The date of superannuation will be in the months of September to May inclusive.
 - 12.1.2 If the date of superannuation will be in the month of May, notice will be provided no later than April 15th of that year.
 - 12.1.3 The teacher applying for this program will receive a one-time temporary contract from the beginning of the month following the resignation to June 30th of that school year.
- 12.2 In order to assist with teacher recruitment, an early notice incentive payment of \$300.00 will be provided to teachers not applying for the transition to retirement program but retiring June

July 1, 2016-June 30, 2018

30th of that school year and who provide written notice of their resignation prior to January 31st of that school year. The \$300.00 early notice incentive payment will be processed in February of that school year.

Section 13: Special Allowances

Each program consultant appointed by the Director shall receive the following allowance:

Tier One

0.15 times current class, step and FTE percentage for consultants with supervisory and hiring responsibilities such as Network Coordinators and Student Services Coordinators.

Tier Two

0.075 times current class, step and FTE percentage for consultants with no supervisory responsibility such as Coaches, Educational Psychologists, Library Consultants and Speech and Language Pathologists.

Section 14: Secondment of Teachers within Good Spirit School Division

Teachers seconded within the Good Spirit School Division to provide in-service to other staff shall be paid an allowance of 10% of the teacher's salary as set out in Article 2.1 of the Provincial Collective Bargaining Agreement. Such allowance shall be in addition to the basic salary and allowances.

Section 15: Substitute Teachers

- 15.1 Substitute teachers shall be paid at a daily rate of one / number of days of the school year of the minimum annual rate of pay in the class that his/her certification entitles him/her on the current salary schedule in effect at the time of substituting. With each new Provincial Agreement, substitute salaries will be re-calculated effective the date of the signing of the new agreement.
- 15.2 Commencing on the sixth (6th) consecutive day of substitute teaching for the same teacher, the substitute teacher shall be paid as per the Provincial Collective Bargaining Agreement (class and experience), retroactive to the first (1st) day.
- 15.3 Scheduling of substitute teachers will be balanced between teachers with varying levels of experience including superannuates.
- 15.4 Substitute teachers are welcomed to attend professional development opportunities throughout the division. Substitute teachers shall refer to the division website for updates.
- 15.5 A substitute teacher shall be paid no later than the fifth (5th) business day of the month following a month in which the teacher provided substitute service.

15.6 Substitute teachers who volunteer to provide noon supervision shall be paid an hourly rate of 1/12 of the daily rate of Class IV Step 1 as outlined in Article 2 of the Provincial Collective Bargaining Agreement.

Section 16: Vacancies

A notice of all vacant administrative, consultant and teaching positions not filled by transfers covered by this Agreement shall be posted to the Good Spirit School Division website. Teachers currently employed are required to apply for any posted positions of interest.

Section 17: Transfers

- 17.1 A consultative process between the Director or designate, principal and teacher will occur with regard to transfers.
- 17.2 When a teacher is requested by the Director to transfer, fair compensation will be available for reasonable and necessary moving costs.

Section 18: Policy Advisory Committee

- 18.1 When a review of administrative procedures and board policy occurs that are relevant to teachers duties, the Director shall solicit input from the GSTA.
- 18.2 Proposed administrative procedures changes will be forwarded to the GSTA President for distribution.

Section 19: Grievance Procedure

- 19.1 Grievance is defined as a complaint involving the alleged violation, misinterpretation or misapplication of a written provision of this Agreement.
- 19.2 When a teacher has a grievance or complaint with respect to a specific section or article of this Agreement, he/she shall refer it to the chairperson of the Local Implementation Negotiation Committee (LINC) within sixty (60) calendar days of the alleged infraction.
- 19.3 The chairperson of LINC, upon receipt of the written notice of a grievance, shall contact the Director within three (3) teaching days and arrange to resolve the grievance.
- 19.4 If within fifteen (15) teaching days from when the Director is notified in Clause 19.3 the Director and chairperson have not resolved the grievance, it shall be referred to the arbitration process as set out in Section 261 of *The Education Act*, 1995.
- 19.5 Time limits may be extended by mutual agreement of the parties.

Section 20: Review Clause

The parties agree to meet each February for an annual review of the contract or upon written request of either party with thirty (30) days' notice to discuss issue(s) that may arise from this contract.

IN WITNESS WHEREOF of the said parties have hereunto affixed their signatures this <u>21</u> day of <u>June</u> 2016.

SIGNED on behalf of the Teachers of the Good Spirit School Division No. 204 of Saskatchewan Ron Lutz Sarah Greensides Chairperson Teacher Representative Cary Franklin Nidole Silvius Teacher Representative Teacher Representative Cory Johnson Valerie Gendreau Teacher Representative **GSTA President** Tim Kempton Teacher Representative SIGNED on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan... Quintin Robertson L'6is Smandych Acting Director of Education **Board Chair** Sherry Todosichuk D.J. Caiphs

Board Vice-Chair

Deputy Director Corporate Services