

# Lloydminster Roman Catholic Separate School Division #89



Local Collective Bargaining Agreement for  
Teachers (LINC)

August 1, 2016 – July 31, 2022

**Lloydminster Roman Catholic Separate School Division #89  
Local Collective Bargaining Agreement for Teachers**

This agreement is made:

**BETWEEN**

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

**AND**

The Bargaining Committee appointed by the Teachers of the Lloydminster Roman Catholic Separate School Division No. 89 of Saskatchewan, hereinafter called "the Teachers," negotiated in accordance with The Education Act 1995.

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

The terms and conditions herein reduced to writing represent the whole agreement negotiated by the parties and are not subject to any additional terms and conditions other than those, if any, prescribed by law.

**1. Term of Contract**

- 1.1 This agreement shall be in effect from August 1, 2016 to July 31, 2022.
- 1.2 Negotiations may be opened at any time by mutual agreement of the two parties.
- 1.3 Teachers may choose to terminate this agreement after four years, with written notice from the LINC Chairperson to the School Board Chairperson by March 1, 2020.
- 1.4 An annual meeting shall be scheduled in February of each year, for the duration of this agreement, at a mutually convenient time. The purpose of this meeting shall be to review the effectiveness of recent clauses enacted, to discuss possible areas for Administrative Procedure development and to identify potential areas for consideration in future agreements.

**2. Professional Advancement**

- 2.1 The Director of Education may grant support for professional advancement according to the conditions outlined in Administrative Procedure 430.

**3. Pay for Substitute Teachers**

- 3.1 A Substitute Teacher shall receive a daily salary of 1/194 of the minimum salary for Class IV as set out by the Provincial Bargaining Agreement in effect.

- 3.2 Commencing on the eleventh teaching day in any period of uninterrupted employment, replacing the same teacher, the per diem salary for a Substitute Teacher shall be one-one hundredth ninety fourth (1/194) of the annual rate that would be payable to the same teacher under the Provincial Salary Agreement if he or she were employed under a regular full-time contract. And payment at the rate shall be retroactive to the first day the substitute teacher assumed responsibilities in replacement of the assigned teacher.
- 3.3 The per diem salary fractional calculation will be reviewed each year after the Minister of Education's announcement concerning the number of days in the upcoming school year.

#### 4. Pay Periods

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

#### 5. Expense Allowances for Teachers

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

#### 6. Teachers on School Division Assignment

The Director of Education may appoint a teacher to a lead teaching position. These positions, unless a lateral transfer or simple change of job title, will be advertised internally and possibly externally for a period of no less than one week. The name of the position will characterize their role and responsibilities. Teachers in these positions may be provided the opportunity to serve as noon hour supervisor to enable them to earn days off (EDO) defined in Section 10. Provisions outlined in Section 10.5 do not apply to Teachers on School Division Assignment. The successful candidate will sign a letter of understanding.

- 6.1. **Supervisor** – A Supervisor is defined as a teacher designated to support and/or supervise professional and/or support staff. A job description developed by the Director/Superintendent will guide the role and responsibilities of this position.
  - 6.1.1. The Supervisor will be paid an annual allowance of 15% in addition to their salary based upon the Provincial Bargaining Agreement.
  - 6.1.2. The Supervisor may receive a travel allowance as defined in Section 5.1.
  - 6.1.3. The Supervisor shall not receive noon hour supervision days or flex days, but may accumulate days in lieu for required work prior to the teachers' return date in August.



**6.2. Instructional Coach** - The Instructional Coach provides instructional support services. A job description developed by the Director/Superintendent will guide the role and responsibilities of this position.

**6.2.1.** The Instructional Coach will be paid an annual allowance of 10% in addition to their salary based upon the Provincial Bargaining Agreement.

**6.2.2.** If transferred from a Vice-Principal or Principal position, the Coach will receive an allowance that is the greater of the “locked in” administrative allowance at the time of transfer or 10% as per 1.2.1. In the case where an instructional coach holds more than one position, only one allowance is paid and it is the allowance with the greatest maximum value.

**6.2.3.** The Instructional Coach may receive a travel allowance as defined in Section 5.1.

**6.2.4.** The Instructional Coach shall not receive noon hour supervision days or flex days, but may accumulate days in lieu for required work prior to the teachers’ return date in August.

**6.3. Program Specialist/Coordinator** – A teacher may be delegated specific programming responsibilities. A job description developed by the Director/Superintendent will guide the role and responsibilities of this position.

**6.3.1.** The Program Specialist will be paid an annual allowance of 10% in addition to their salary based upon the Provincial Bargaining Agreement.

**6.3.2.** The Program Specialist may be provided with a time allocation in alignment to the time requirements to fulfill the responsibilities.

**6.3.3.** The Program Specialist may receive a travel allowance as defined in Section 5.1.

**6.3.4.** The Program Specialist/Coordinator may receive noon hour supervision days or flex days, if part of a regular school supervision schedule.

**6.4. Special Assignment** – A teacher may be delegated responsibilities for a special assignment designed to enhance student programming and services. A job description developed by the Director/Superintendent will guide the role and responsibilities of this position.

**6.4.1.** The teacher under special assignment may be provided with a time allocation in alignment to the time requirements to fulfill the responsibilities.

**6.4.2.** The teacher under special assignment may receive a travel allowance as defined in Section 5.1 dependent on the requirements of position.

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

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

## **8. Grievances**

**8.1.** That a joint grievance committee be established consisting of the following people: 1) LINC Chairperson 2) STF Counsellor 3) School Board Chairperson 4) School Board Vice-Chairperson or designate.



- 8.2. When a Teacher has a grievance or complaint with respect to an alleged breach of a specific section or sub-section of this Agreement, or requests an interpretation of a specific section or sub-section of this Agreement, the Teacher may refer it to the Chairman of the Teachers' Local Implementation and Negotiation Committee in writing within thirty working days of the alleged infraction.
- 8.3. The Chairman of the Teachers' Committee, upon receipt of written notice of a grievance, shall contact the Chairman of the School Board within three days and arrange to resolve the grievance.

## 9. Leaves of Absence

### 9.1. Leave From Assigned Duties

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

9.1.1. Administrative Procedures 470 outlines the operational procedures and guidelines for leave from duties.

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

9.1.3. Requests for leave of three or more days must meet the following criteria:

- The Request for Leave form must be received by the principal a minimum of two weeks prior to the leave.
- Final approval is contingent upon availability of an appropriate substitute.
- A comprehensive instructional plan must be provided for consideration of the principal a minimum of one week prior to the leave.

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

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

## 10. Compassionate Leave of Absence

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

Husband, wife, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, daughter-in-law, son-in-law, mother-in-



law, father-in-law, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, step-mother, step-father, step children, step-siblings, aunt, uncle, niece and nephew.

Up to three days compassionate leave of absence with full pay will be authorized by the Principal.

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

### **10.1. Compassionate Extraordinary Leave of Absence**

The Director of Education may authorize with full pay an additional two days for Compassionate Extraordinary Leave.

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

Further leave may be granted at the discretion of the Director of Education.

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

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

### **10.2. Maternity, Parenting, and Adoption Leave**

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

### **10.3. Special Leave**

The Principal shall grant leave, using the Request for Leave form, without loss of salary for events occurring within one school year which include the following:

**10.3.1.** Attendance at graduation or convocation of self or spouse, child or parents (one day).

**10.3.2.** For the purpose of receiving a child who is being adopted by the teacher (one day).

**10.3.3.** To attend a general anaesthetic surgery for a spouse or dependent child. (one day).

**10.3.4.** Two days total each school year with pay is provided for the following:

- Attending to the health needs of a dependent child, parent, or spouse, or
  - Paternity day(s) to attend to the birth of a child.
- There is an additional opportunity to access EDO's, the Wellness Day, and Flex Days for any one of the above needs.

#### **10.4. Wellness Day**

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

**10.4.1.** A completed Request for Leave form shall be received by the Principal two (2) weeks in advance unless extenuating circumstances arise.

**10.4.2.** Payout may be received for unused Wellness Day, at the substitute rate with no carry over.

**10.4.3.** Request for payment for the Wellness Day must be submitted by May 25 to be paid on the June payroll. Payment shall be made on the basis of a statement signed by the Principal.

#### **10.5. Flex Day**

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

**10.5.1.** A completed Request for Leave form shall be received by the Principal at least two weeks in advance, unless extenuating circumstances arise.

**10.5.2.** One day of substitute teacher pay shall be deducted directly from the teacher's salary, for each flex day utilized.

**10.5.3.** Approval of all personal leaves is contingent upon the availability of substitute teachers.

**10.5.4.** Flex time shall not be used in conjunction with EDO's.

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

#### **10.6. Exemplary Service Day**

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

#### **10.7. Administration Leave**

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

#### **10.8. LTA President Leave**

The Director of Education may grant leave, paid at LTA expense, up to 20%, in discussion with the teacher and depending on the teaching assignment.

#### **10.9. Negotiation Leave**

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

#### **10.10. Leave for Civic Duty**

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

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

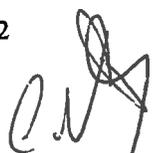
#### **10.11. Approved Leave**

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

#### **10.12. Extended Leave of Absence**

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

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



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

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

- 11.1.** In lieu of remuneration for noon hour supervision, each full-time teacher shall be granted, with the approval of the Principal, three EDO's with pay per school year; or, may be reimbursed for unused days at the substitute rate. Remuneration is provided with the understanding that all teachers shall participate in noon hour supervision, as assigned by the Principal.
- 11.2.** Up to two supervision EDO's may be carried over annually to allow the teacher the ability to use up to five EDO's at one time in the future. No more than a total of two EDO's will be designated for future use at any given time. Teachers may be reimbursed for these days in the same manner as all other requests for payment of supervision days, as per 11.4 below.
- 11.3.** Part-time teachers, who are included in the noon hour supervision schedule, will be remunerated according to the percentage of the days taught.
- 11.4.** Request for payment for supervision must be requested by the teacher by November 25 for a one day payout to be paid on the December payroll. Request for payment for supervision for the second and third day must be requested by the teacher by May 25 for payout to be paid on the June payroll. Payment shall be made on the basis of a statement signed by the Principal.
- 11.5.** A teacher who chooses not to participate in noon hour supervision shall make a written request to the principal and Director of Education by the first day of the new academic year identifying a teacher willing to assume their assigned noon hour supervision responsibilities. Having made that request the teacher fully acknowledges he/she shall forfeit all benefits associated with noon hour supervision including: three EDO's, Wellness Day, and three Flex Days.
- 11.6.** A teacher who agrees to assume responsibility for a colleague's noon hour supervision shall be paid out for three additional EDO's at the substitute rate. Exchanges will only be considered if a full transfer of responsibilities for noon hour supervision is being requested. Teachers may not exchange a portion of their noon hour supervision.

## **12. Deferred Salary Leave**

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

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



### **13. Bursaries**

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

- 13.1.** The **teacher** shall submit a letter of application to the Director of Education a minimum of five weeks prior to commencement of classes. The Director shall provide notification of approval as soon as possible following receipt of the application.
- 13.2.** The Director of Education must approve the course considered for bursary support.
- 13.3.** The teacher shall commit, in writing to one year of return service, upon completion of the course.

### **14. Staff Meetings**

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

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

### **15. Recognition of Time in Lieu for Student-led Conferences**

- 15.1.** Legislation permitting, there will be two days allocated as “in lieu of student-led conferences” out of the division operational days each year.
- 15.2.** Specialist teachers (Band, Physical Education, Music, etc.) shall invite parents of students experiencing difficulty to attend conferences. Home room teachers shall communicate requests from parents to meet with specialist teachers to meet at a mutually convenient time.



**Signatures:**

Dated: April 19, 2016

Signed on behalf of the Teachers

*Lisa Marie Kreese*  
Lisa-Marie Kreese

*C. Vince*  
Christine Vince

*Susan Grams*  
Susan Grams

*M. Nielsen*  
Myrna Nielsen

*Natalie Laroche*  
Natalie Laroche

*Juanita Schwebius*  
Juanita Schwebius

*Colleen Henning*  
Colleen Henning

Witness: *Lori Ann Betton*  
Lori-Ann Betton

Witness: *Carla McPherson*  
Carla McPherson

Signed on behalf of the School Board

*Paula Scott*  
Paula Scott, Chairperson

*Jill Wytrykusz*  
Jill Wytrykusz, Board Member

*Michelle Rusteika*  
Michelle Rusteika, Vice-Chair