

Lloydminster Roman Catholic Separate School Division #89



Local Collective Bargaining Agreement for
Teachers (LINC)

August 1, 2022 – July 31, 2027

**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, 2022, to July 31, 2027.
- 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, 2026.
- 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 reconsideration in future agreements.

2. Professional Advancement

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

3. Pay for Substitute Teachers

- 3.1. A Substitute Teacher shall receive a daily salary of 1/194 of Class IV Step 1 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. A 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 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/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 lunch period supervisor to enable them to earn days off (EDO) defined in Section 14. Provisions outlined in Section 11.2 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 designed to support and/or supervise professional 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 lunch period 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 6.2.1. 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 lunch period 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.** Teacher should seek clarity and information from LINC Chairperson and or Superintendent of Learning before going to a grievance.
- 8.2.** 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.
- 8.3.** 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 Chairperson of the Teachers' Local Implementation and Negotiation Committee in writing within thirty working days of the alleged infraction.
- 8.4.** The Chairperson of the Teachers' Committee, upon receipt of written notice of a grievance, shall contact the Chairperson of the School Board within three days and arrange to resolve the grievance.
- 8.5.** The Chairs of the 2 committees shall provide a written response to the teacher within 15 working days after the Chair of the School Board is notified. If the concern remains unresolved at the conclusion of this process, this may be resolved in accordance with *The Education Act, 1995*.

9. Leave of Absence

9.1. Leave From Assigned Duties

Administration will use the following to regulate teacher leaves of absence from duties.

- 9.1.1.** Administrative Procedure 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:
 - 9.1.3.1.** 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, foster 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, a request for compassionate leave. Request may be made by phone or emailed 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, a request for compassionate extraordinary leave. Requests may be made by phone or emailed to the Director or other member of the Senior Management Team.

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.

11. Personal Leaves

11.1. 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:

- 11.1.1. A completed Request for Leave form shall be received by the Principal two (2) weeks in advance unless extenuating circumstances arise.
- 11.1.2. Payout may be received for unused Wellness Day, at the substitute rate with no carry over.
- 11.1.3. 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.

11.2. Flex Day

The Principal may grant 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.

- 11.2.1. A completed Request for Leave form shall be received by the Principal at least two weeks in advance, unless extenuating circumstances arise.
- 11.2.2. One day of substitute teacher pay shall be deducted directly from the teacher's salary, for each flex day utilized.
- 11.2.3. Approval of all personal leaves is contingent upon the availability of substitute teachers.
- 11.2.4. Flex time shall not be used in conjunction with EDO's.
- 11.2.5. Carry over shall not be allowed from one school year to the next.

11.3. Parent/Child/Spouse Needs

Sick Parent/Child/Spouse

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:

- 11.3.1. Two days total each school year with pay is provided for the following:
 - 11.3.1.1. Attending to health needs of a parent, spouse, or dependent child regardless of age or 2 paternity days to attend to the birth of a child.
 - 11.3.1.2. After using all available EDO and Wellness Days, parents with children under 12 years of age can access 2 more leave days.

- 11.3.2.** To attend a general anesthetic surgery for a spouse or dependent child regardless of age (one day).

12. Special Personal Leave

12.1. Leave for Civic Duty

12.1.1. 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.

12.1.2. 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.

12.2. 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.

12.3. 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.

12.4. Administration Leave

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

12.5. Maternity Leave/Paternity Leave/Parenting/Receiving Adopted Child

12.5.1. Maternity, Parenting, and Adoption Leave shall be granted as per *The Labour Stands Act*.

12.5.2. 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:

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

12.6. Graduation Day

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

13. Extended Leaves

13.1. Extended Leave of Absence

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

13.1.2. Applications for such leaves of absence shall be directed to the Director of Education no later than March 31 for leaves commencing at the beginning of the next school year, and not later than September 30 for leave commencing January 1 or later.

13.1.3. 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.

13.2. Deferred Salary Leave

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

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

14. Remuneration for Lunch Period Supervision

14.1. **Professional Obligations** – Mid-morning and mid-afternoon recess supervision is an obligation under the Collective Bargaining Agreement 2019-2023. 16.7 of the Collective Bargaining Agreement directs us back to Section 231 of *The Education Act, 1995* in this regard.

14.2. **Assignable Time** – Before and after school supervision is required under the Collective Bargaining Agreement 2019-2023 as 15 minutes before and after school as a minimum for all teaching staff. This is the time in which a reasonable number of staff can be assigned to supervise. Time beyond this minimum is counted as assignable time under the Collective Bargaining Agreement. Assignable time is limited to 1044 hours under the Collective Bargaining Agreement. (2019-2023)

14.3. Remuneration for Lunch Period

Lunch period supervision schedules are reviewed annually by Director or designate for compliance with LINC and the Collective Bargaining Agreement.

14.3.1. In lieu of remuneration for lunch period 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 lunch period supervision as assigned by the Principal, except as exercised under 14.7.

- 14.4. 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 14.8 below.
- 14.5. Part-time teachers, who are included in the lunch period supervision schedule, will be remunerated according to the percentage of days taught.
- 14.6. 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.
- 14.7. A teacher who chooses not to participate in lunch period supervision shall make a written request to the principal and Director of Education by the first day of the new academic year.
- 14.8. A teacher who agrees to assume responsibility for a colleague's annual lunch period supervision shall be paid for **four** additional EDO's at the substitute rate.
- 14.9. Teachers who wish to swap supervision responsibilities across the supervision categories may do so on a working supervision calendar for their school. Such swaps are not intended as occasional daily coverage but for those who wish to make a long term (e.g. semester long, year-long) arrangement to accommodate the preferences of staff members. For the purposes of illustration, one staff member may prefer all lunch period with students while another might prefer the morning bus supervision with students. Staff should agree to make these changes and record their decisions with the Principal on the working calendar. If the staff members agree on an exchange, then their exchanges are seen as equitable regardless of a difference in minutes.

15. 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:

- 15.1. 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.
- 15.2. The Director of Education must approve the course considered for bursary support.
- 15.3. The teacher shall commit, in writing to one year of return service, upon completion of the course.

16. Staff Meetings

A monthly division-wide early dismissal shall be granted approximately one hour prior to the regular time for student dismissal. The specific time and date of the early dismissal shall be determined through mutual agreement of the Director of Education and School Principals and approved by the Board of Education annually. Early dismissal is contingent upon the following:

- 16.1. Teachers shall commit a minimum of 1.5 hours of their own time to these meetings.
- 16.2. An Early Dismissal will include opportunities for learning team meetings and/or professional development activities.

17. Recognition of Time in Lieu for Student-led Conferences

- 17.1. Legislation permitting, there will be two days allocated as "in lieu of Student-led Conferences" out of the division operational days each year.
- 17.2. All teachers shall participate in Student-led Conferences according to guidance given by administration.

Signatures:

Dated: June 28th 2022

Signed on behalf of the Teachers

Gloria Wangler
Gloria Wangler, LINC Chairperson

Colleen Henning
Colleen Henning

Chantal Beausoleil
Chantal Beausoleil

Juanita Schwebuis
Juanita Schwebuis

Stephanie Donald
Stephanie Donald

Yvonne Lucas
Yvonne Lucas

Susan Grams
Susan Grams

Signed on behalf of the School Board

Paula Scott
Paula Scott, Chairperson

Michelle Rusteika
Michelle Rusteika, Vice-Chairperson

Laurie Makichuk
Laurie Makichuk, Board Member