



LOCAL IMPLEMENTATION NEGOTIATION COMMITTEE AGREEMENT

Between:

The Board of Education of the North East School Division #200 of Saskatchewan
(hereinafter called "The Board")

And

**The Bargaining Committee appointed by the Teachers of North East School
Division #200 of Saskatchewan**
(herein after called "The Teachers")

Effective: July 1, 2017 to June 30, 2023

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1. Preamble

We hereby acknowledge that the Board and the Teachers conscientiously and purposely recognize the *Good Practices and Dispute Resolution* document. This document will guide the interpretation and application of this contract. This contract also recognizes that good practices involve the conduct both of employing boards of education, their officials, the teachers and their representatives.

The Board has statutory responsibility for their employment policies, practices and decisions.

The Teachers recognize their responsibility to be aware of the details of this contract and to abide by the rights and responsibilities agreed to herein.

2. Definitions

Unless the Contract states otherwise, all terms and expressions used in this agreement shall have the same meaning as those given in *The Education Act, 1995 & Regulations*.

3. Duration of Contract

3.1 The term of this contract shall be from **July 1, 2017 – June 30, 2023**. It shall remain in force until such date as replaced by a new or revised local agreement.

3.2 Provided that the parties to the Agreement may, by mutual consent, revise any provision of the Agreement during the term of the Agreement.

3.3 In all other instances refer to Section 265 of *The Education Act, 1995 & Regulations*.

4. Professional Development

Quality professional development is a shared responsibility that contributes to the delivery of quality education.

4.1 Educational Leaves and Bursaries

4.1.1 Policies and procedures regarding educational leaves and bursaries are described in the *Operational Policies and Procedures Manual* of the NESD, or through general administrative and procedural policies.

4.1.2 Applications for educational leave and/or bursaries shall be directed to the Superintendent of Human Resources.

4.2 Central Authority

4.2.1 When a teacher is requested by the school division to attend specific professional development, he/she will be reimbursed, at board rates, from a central budget.

4.2.2 Accreditation, principals' summer short courses and beginning-teachers' conferences would be examples of professional development that may be covered by Central Authority.

4.3 Local Authority

4.3.1 \$200,000 will be allocated by NESD for professional development yearly. This will include substitute teacher costs.

- 4.3.2 The professional development allocation may increase or decrease as of Sept 30 of the previous school year through consultation at emerging issues meetings.
- 4.3.3 Local authority professional development money left in school budgets at the end of the year will not be carried forward to the subsequent year.
- 4.3.4 A Professional Development Committee, consisting of an administrator and professional staff, will be established at each school. The committee will review Professional Development requests within the school, develop a school PD plan that aligns with school and division goals, and submit a tentative yearly proposal to NESD by May 15 of each year.
- 4.3.5 Reimbursement for meals and mileage will be to a maximum of board rates. Hotels will be reimbursed to a maximum of the actual cost. The school professional development committee may approve reimbursements for other actual expenses.
- 4.3.6 NESD Executive Council designate will ensure equitable professional development opportunities throughout the division from year to year.
- 4.3.7 NESD principals will provide the NETA LINC Chair a breakdown of initial proposals presented and approved proposal with an explanation for changes required by Oct 31. **This will also include the names of the professional development committee members as identified in 4.3.4.**
- 4.3.8 Changes that need to be made throughout the year must be approved at the school level in consultation with the NESD Executive Council designate.

5. Substitute Teachers

Substitute teachers are a valued resource that provides quality education. Therefore:

5.1. Substitute teachers shall be paid at the currently enforced provincial collective agreement at that time according to the following schedule:

- 85% of Class IV Step 1 per day

5.2. On the substitute teacher's third consecutive student contact day replacing the same teacher, they will be paid, non-retroactively, according to their class and step placement.

6. Salary Options

6.1 Date of Payments

6.1.1 Teachers shall be paid on the 20th day of the month.

6.2 Payment Options

6.2.1 Each teacher shall have his/her salary determined and paid as follows:

6.2.1.1 Ten (10) payments per academic year; or

6.2.1.2 Teachers on continuing or replacement contracts shall have the option of being paid in a total of twelve (12) payments by providing the payroll department with written notice prior **to the conclusion of the first week of September. This notice will indicate a hold back deduction of equal amounts for the months of September to June, as determined by the teacher.** The holdback is held in trust and will be **paid on July 20th and August 20th.**

6.2.1.3 This option shall remain in effect for subsequent school year(s) unless written notification of change is provided prior **to the conclusion of the first week of September.**

6.3 Information to be included on pay stubs

- 6.3.1 Class and years.
- 6.3.2 Sick days used and available.
- 6.3.3 Accumulated earned days off.

6.4 Deduction of local association fees

- 6.4.1 Local association fees will be deducted in two equal amounts from the October and November pay periods.
- 6.4.1 The Teachers' Association NETA will inform the **Supervisor of Payroll** of the rates by June 30.

6.5 Deferred Salary Plan

- 6.5.1 A deferred salary plan is in place. See the North East School Division #200 Administration Procedure #502.

7 Leaves

A work/life balance is important and therefore the following provisions apply:

7.1 Personal

- 7.1.1 Each full-time teacher shall be granted one (1) day personal leave with pay per academic year. A teacher employed part time shall be entitled to personal leave on a pro-rated basis.
- 7.1.2 Personal leave shall not be taken on in-service, school administration or convention days.
- 7.1.3 Adequate substitute teacher coverage must be in place before leave will be granted.
- 7.1.4 Unused personal leave will be paid out at minimum Class IV daily rate at the end of the academic year.
- 7.1.5 In extenuating circumstances, a teacher may apply to the Superintendent of Human Resources for an exemption to 7.1.2.

7.2 Pressing Matters

- 7.2.1 Based on need, teachers shall be granted leave not to exceed two (2) days with pay within any one academic year to attend to pressing matters requiring the teacher's attention.
- 7.2.2 It is understood that this leave will not be used for personal recreation, family recreation, or community recreation. It is also understood that the leave will not be used for personal business or financial interest of the teacher.
- 7.2.3 Pressing matters leave may be private and confidential. In consideration of privacy, in extenuating circumstances this leave may be accessed in one of the following manners:
 - 7.2.3.1 teacher requests can be made to the administrator who may confirm that the leave fits the criteria;
 - or

7.2.3.2 after first notifying the administrator that the request will be made, the teacher requests can be made directly to the Superintendent of Human Resources who may confirm that the leave fits the criteria.

7.3 Bereavement

- 7.3.1 In the event of a death of a family member, a teacher will be granted leave not to exceed five (5) days paid leave.
- 7.3.2 Family includes father, mother, spouse or common-law partner, sons and daughters, brothers and sisters, grandparents, grandchildren, daughters-in-law, sons-in-law, parents-in-law, brothers-in-law and sisters-in-law, grand-parents-in-law, uncles-in-law, aunts-in-law, uncles, aunts, nephews and nieces, guardians, foster parents and wards.
- 7.3.3 The Superintendent of Human Resources, on behalf of the Board, may grant additional bereavement leave in excess of five (5) days with or without pay.
- 7.3.4 **Such leave is to be taken within the period of 14 calendar days of notification of death. Should the initial prayer service, wake, funeral, or interment fall outside of the fourteen-day window, pre-approval is required.**

7.4 Compassionate

- 7.4.1 In the event of a serious illness of a family member a teacher shall be granted leave not to exceed five (5) days paid leave per academic year.
- 7.4.2 Serious illness is defined as a life-threatening medical situation that has a significant element of anxiety, urgency or severity for the teacher.
- 7.4.3 Family includes father, mother, spouse or common-law partner, sons and daughters, brothers and sisters, grandparents, grandchildren, daughters-in-law, sons-in-laws, parents-in-law, brothers-in-law and sisters-in-law, guardians, foster parents and wards.
- 7.4.4 The Superintendent of Human Resources, on behalf of the Board, may grant additional compassionate leave in excess of five (5) days with or without pay.

8. Special Allowances

Specific professional staff are assigned additional responsibilities in supporting teachers. These positions include:

8.1. Consultants

- 8.1.1. Consultants are those professionals who work together with other teachers but are not in a supervisory position.
- 8.1.2. Teachers classified as Consultants shall receive an annual allowance of 10% of max class VI.

8.2 Coordinators

- 8.2.1 Coordinators work closely with other professionals and have limited administrative authority.
- 8.2.2 Teachers classified as Coordinators shall receive an annual allowance of 20% of max class VI.

9. El Rebate

The Board will forward 5/12th of the El premium rebate to the North East Teachers' Association as soon as possible after February 28.

10. Teacher Transfers

In an Employer initiated transfer, a teacher shall be reimbursed for actual moving expenses to a maximum of \$300.00.

11. Criminal Records Checks

Teachers under contract with the NESD, who are required to undergo a criminal records check including vulnerable sector check and are charged a fee by the provider, shall be reimbursed that fee by the NESD.

12. Recognition of Voluntary Supervision

Voluntary services provided by teachers contribute to the overall experience of the student and will be recognized

12.1 Noon Period

12.1.1. A teacher is entitled to a duty-free lunch break.

12.1.2. Teachers who do lunch noon period supervision do so on a voluntary basis.

12.1.3. Teachers providing noon supervision must indicate by the first student day of the academic year.

12.1.4. School Administration will have a process to ensure equitable distribution of noon period supervision.

12.1.5. Teachers volunteering for noon period supervision will be required to provide service and will be remunerated according to the following schedule:

10 periods = 0.5 EDO

20 periods = 1 EDO

30 periods = 1.5 EDO

The equivalent of one noon period per five (5) student day cycle = 2 EDO's

60 periods = 3 EDO's

The equivalent of two noon periods per five (5) student day cycle = 4 EDO's
for each additional 20 periods supervised beyond 60 = 1 additional EDO

12.1.6. Teachers must indicate at the beginning of the year whether they will be reimbursed at the Board rate or receive EDOs.

12.1.7. EDOs earned for noon period supervision will be available to the teacher throughout the academic year.

12.1.8. If a teacher is unable to reach the next threshold to earn an EDO, the remaining time will be paid at Board rate.

12.2 Extracurricular

- 12.2.1 Teachers who supervise extra-curricular activities do so on a voluntary basis.
- 12.2.2 Extra-curricular activities are those activities that are pre-approved by the Director or designate and:
 - 12.2.2.1 includes students; and
 - 12.2.2.2 occur outside the normal hours of instruction and for which a teacher is not receiving other remuneration.
 - 12.2.2.3 where there is a discrepancy regarding the perception of the number of required coaches this would be discussed at an emerging issues meeting prior to a decision being made.
- 12.2.3 In recognition of the efforts of teachers to provide extra-curricular activities that take place beyond the instructional time, any teacher who provides seventy (70) or more hours of pre-approved extra-curricular supervision per school year shall receive EDOs at the following rate:
 - 70 - 124 hours = 1.0 day
 - 125 - 179 hours = 2.0 days
 - 180 + hours = 3.0 days
 - 12.2.3.1 For each activity, teachers may log up to 10% of their total hours for organizing and administrating the extra-curricular activity (without students).
 - 12.2.3.2 When more than one teacher is supervising an overnight activity, one teacher may claim all hours involved. Other supervising teachers may claim a maximum of sixteen (16) hours each day but will not claim hours after the students have been assigned to retire for the night.

12.3 Earned Days Off (EDOs)

- 12.3.1 A teacher may bank up to a maximum of five (5) EDOs.
- 12.3.2 A teacher may use a maximum of four (4) consecutive EDOs.
- 12.3.3 EDOs shall not be taken on in-service, school administration or convention days.
- 12.3.4 Adequate substitute teacher coverage must be in place before leave will be granted.
- 12.3.5 A teacher may choose to be reimbursed for EDOs at minimum Class IV daily rate at the end of the academic year.
- 12.3.6 EDOs used in the first or last week of a semester must be planned in consultation with the Superintendent of Human Resources.

13. Recognition of Services

Teachers may provide documents indicating professional service for inclusion in their personnel files.

14. Preparation Time

- 14.1 Teachers and the Board support the principle and value of preparation time for the purpose of classroom and instructional improvement in order that teachers may better meet the needs of the students and the NESD.
- 14.2 Preparation time is defined as **assigned** time with the school year as set out in *The Education Act, 1995 & Regulations*. This is time in which the teacher is not required to be involved in planned professional

development or in-service activities, and is not performing instructional or supervisory tasks involving direct interaction with students.

14.3 Allocations for preparation time shall be applied to full-time and part-time teachers at a rate proportional to each teacher's percentage contract of employment.

14.4 All schools will provide 10% preparation time per full-time teacher.

14.5 Non-student contact days are not part of the 10% allocated preparation time.

15. Emerging Issues and Implementation Committee

15.1. The purpose of the Emerging Issues and Implementation Committee shall be to discuss any emerging/implementation issues and/or for local collective agreement clarification and interpretation in order to clarify the contract or in order to resolve potential misunderstandings.

15.2. This committee shall meet at least twice a year.

15.3. Protocol will follow the guidelines of the *Good Practices and Dispute Resolution* document.

16. Grievance Procedures

16.1. A grievance includes any disagreement with respect to the meaning, application or violation of the LINC contract.

16.2. Teachers are to endeavor to settle grievances through appropriate administrative channels as referenced in the NESD Operational Policies and Procedures and the STF Professional Code of Ethics.

16.3. If grievances cannot be settled, the teacher will notify the LINC chair.

16.4. Grievances which cannot be settled in the above manner should be brought to the attention of the Board of Education in writing before any other action is initiated. The written statement is to contain evidence that steps under 16.2 above have been carried out.

16.5. The Board is to strike a Grievance Committee that is to consist of five (5) members: two appointed by the North East Teachers' Association, two appointed by the Board, and an individual acceptable to both the Board and the North East Teachers' Association. The mutually agreed upon individual is to act as chair.

- 16.6. The Grievance Committee is to render a recommendation to the Board within fifteen (15) days of receiving the written notice. The Board is to render a decision within fifteen (15) days of receiving the recommendation. This decision may be appealed to the Board of Education.
- 16.7. If the grievance is not resolved to the satisfaction of the teacher(s), the teacher(s) may refer the grievance for disposition under the provisions of *The Education Act, 1995 & Regulations*.
- 16.8. At any point during these grievance procedures either party may be represented by counsel.

17. Association Service Leave

NETA representatives provide service and leadership to teachers therefore:

- 17.1. The president of the NETA shall be provided with secondment time as agreed to by the Board and the NETA.
- 17.2. A teacher certified as a bargaining representative shall suffer no loss in salary for the time necessarily absent from his or her teaching duties for purposes of participating in negotiations, mediations, conciliations, or arbitration proceedings with trustee representatives, or for attendance required by a conciliation officer or arbitration board without trustee representatives also present, it being provided that salary shall be continued for a maximum of four (4) teachers and the LINC Chair on any occasion.

In witness whereof the duly authorized representatives of the parties hereto have set their hands at Melfort, Saskatchewan, this _____ day of _____ 2023.

SIGNED on behalf of the Teachers of
the North East School Division No.200.

SIGNED on behalf of the Board of Education
of the North East School Division No. 200.

Linsey Thornton

Heather Shwetz, Superintendent of
Human Resources

Carnie Carr

Wanda McLeod, Superintendent of
Business Administration

Sheri Stevens

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