

**GREATER
SASKATOON
CATHOLIC
SCHOOLS**

**LOCAL IMPLEMENTATION
AND
NEGOTIATIONS COMMITTEE
(LINC)
AGREEMENT**

September 1, 2019 – August 31, 2022

***2022-2024
Two Year Extension***

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
I	Term of Agreement	2
II	Provisions of the Agreement	2
III	Revision of the Agreement	2
IV	Professional Development	3
V	Substitute Teachers	7
VI	Special Allowances	7
VII	Travel Allowances	8
VIII	Leaves	9
IX	Pay Period	9
X	Non-Student Contact Time	10
XI	Noon Supervision	11
XII	Extracurricular Recognition	11
XIV	Secondment of STA President	12
XV	Grievance Procedure	12
XVI	General	12

THIS AGREEMENT BETWEEN:

THE BOARD OF EDUCATION OF ST. PAUL'S ROMAN
CATHOLIC SEPARATE SCHOOL DIVISION NO. 20
OF SASKATCHEWAN,

hereinafter called the "Board"

- and -

THE TEACHERS OF ST. PAUL'S ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION NO. 20

hereinafter called the "Teachers"

OUR MISSION

Greater Saskatoon Catholic Schools: a welcoming community where we nurture faith, encourage excellence in learning and inspire students to serve others, making the world a better place.

We love because He first loved us. - 1 John 4:19



OUR LOGO

A key feature of our logo is the perspective lines that represent rural and urban communities coming to forge a unique partnership. Reminiscent of rural landscapes, the lines merge into the towering structures of a "city" that is also a cross. The cross, in turn, is a growing tree of knowledge deeply rooted in the land and in the consciousness of Saskatchewan people.

Centred on the Bible, the rays of energy emanating from the cross reach into the expanded school division community through sharing and communication. The contemporary sans serif font demonstrates balanced proportions and has a timeless quality. Olive green complements both the biblical as well as the "growing minds" context.

The result is a logo that is rich in symbolism and one that successfully illustrates our Division's stability and strength.

PREAMBLE

This Local Implementation Negotiations Committee (LINC) agreement between the Board of education for Greater Saskatoon Catholic Schools (St. Paul's RCSSD No. 20) hereinafter call the "Board" and the Teachers of Greater Saskatoon Catholic Schools (St. Paul's RCSSD No. 20),

hereinafter called the "Teachers". The Board and the Teachers enter into this agreement with a desire for continuing harmonious relations and to promote cooperation and understanding between the Board and its teaching staff.

SECTION I - TERM OF AGREEMENT

This Agreement between the Board and the teachers of St. Paul's RCSSD No. 20 shall come into force September 1, 2019 and remain in force until revised according to the Provisions contained herein.

SECTION II - PROVISIONS OF THE AGREEMENT

- 2.1 This Agreement shall be the Local Agreement negotiated between the parties hereto as provided by [The Education Act, 1995](#).
- 2.2 [The Education Act, 1995](#) shall mean [The Education Act, 1995](#) and any amendments thereto.

SECTION III - REVISION OF THE AGREEMENT

- 3.1 This collective bargaining Agreement becomes effective September 1, 2019 and shall continue in effect until August 31, 2022 and thereafter until revised in accordance with [The Education Act, 1995](#).
- 3.2 The parties to the Agreement may, by mutual consent, extend the terms and conditions of the agreement for the period September 1, 2022 through and including August 31, 2023.
- 3.3 The parties to the Agreement may, by mutual consent, revise any provision of the Agreement during the term of the Agreement.
- 3.4 Should any of the provisions of this Agreement be found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement shall not be abrogated, but will be subject to such amendments as may be necessary to bring it into conformity with the law.
- 3.5 The Parties agree to commence bargaining for the next Agreement no later than April 1, 2022.

SECTION IV - PROFESSIONAL DEVELOPMENT

Professional Development initiatives funded through this agreement are intended to support learning outcomes through teacher professional growth. It is expected Professional Development activities will align with the Division Priorities and teacher Professional Growth Plans.

4.1 Professional Development Committees

4.1.1 The following Teacher Committees shall be established for the 2019-2022 School Years:

- Elementary and High School Teachers
- Principals
- Vice/Assistant Principals
- Consultants/Coordinators

Teacher Committee Membership

As appointed by the Catholic Section of the Saskatoon Teachers' Association.

4.1.2 The Teacher Committees shall:

Submit to the designated Superintendent no later than June 15th its recommended priorities, budget allocations and funding guidelines for out-of-province travel for the expenditure of funds for the next school year.

Be responsible for the assignment of funds in keeping with the priorities and budget allocations as approved by the Board.

Submit to the Board, an Annual Report consisting of a financial statement, a summary of all professional development activities undertaken during the previous year, and reconciliation of expenditures as they relate to the approved priorities.

4.3 Budgetary Provisions

4.3.1 In order to assist in the professional development of its teachers, the Board shall establish a Professional Development Fund.

2019-2022 School Years

The fund will be established on the basis of \$305.58 per full time equivalent teacher as of September 30 of the current academic year.

4.4 Special Division Bursary

4.4.1 In addition to the funding allocated in Section 4.3.1, the Board will fund Special Division Bursaries of:

\$15,000.00 for each of the 2019-2022 School Years

The fund is to:

- Support bursaries that meet School Division priorities. The Director of Education or designate shall communicate to schools the Division's needs by June 30 of each year.
- Fund Professional Development of Speech and Language Pathologists and Educational Psychologists.

The fund will be administered by the Superintendent, Human Resource Services with reporting to each of the respective teacher committees.

4.5 2019-2022 Committee Fund Allocation

The monies contained within the Fund shall be apportioned on the following basis:

Education Leave	13.25%
Extracurricular 50 Hour Recognition	13.00%
Teacher Committees	73.75%

4.5.1 The sum apportioned to the Teacher Committees shall be distributed on the following basis:

Elementary and High School Teachers' Committee	69.5%
Principals' Committee	16.0%
Vice/Assistant Principals' Committee	8.0%
Consultants/Coordinator's Committee	6.5%

4.5.2 Speech and Language Pathologists and Educational Psychologists shall not be included in the Teacher Committee FTE count.

4.5.3 Elementary and high school teachers shall distribute their fund according to full time equivalent teachers in the respective groups as of September 30 of each academic year. The funds allocated to these committees are to be utilized for either conference awards or tuition fee bursaries in accordance with guidelines established by the respective teacher committees.

4.5.4 School staffs, including the coordinator/consultant staff at the Board Office, may make application to the respective Teacher Committee for funds to conduct school (Board Office) based group professional development programs.

4.5.5 When a request for a conference/workshop in Saskatoon is approved by the appropriate Travel and Conference Committee, for teachers in Humboldt and Biggar, travel expenses will be provided in accordance with Section 7.3

4.6 Tuition Fee Bursaries

4.6.1 Payment of bursaries shall be made on receipt of documentation indicating the successful completion of the approved class, and on the return of the teacher to the employ of the Board.

4.6.2 The benefits of this provision are not available to teachers on Educational Leave exceeding two (2) months in duration.

4.7 Conference Awards

4.7.1 A Conference Award may be granted to a teacher to participate in a conference, convention, workshop, or observation activity in an area in which the teacher has major teaching, administrative, or special assignments or duties.

4.7.2 In no instance shall the Board utilize these funds to pay a teacher's membership fee in any organization.

4.7.3 Teachers who would be required to be absent from normal duties in connection with Conference Awards must have the approval of such absence from the designated principal.

4.7.4 The maximum amount of funds payable for travel, meals and accommodation shall not exceed Board policy provisions.

4.8 Unexpended Committee Funds

Travel and Conference Committee shall be entitled to carry-over a maximum of 10% of the Fund Balance from one school year to the next.

4.9 Educational Leave

4.9.1 Educational Leave for the purpose of pursuing academic studies may be granted to a teacher for a period of time exceeding five (5) consecutive teaching days but not exceeding ten (10) consecutive months.

4.9.2 Teachers receiving an Educational Leave Award for a period of study of two (2) months or less shall suffer no loss of salary during the leave. Teachers receiving an Educational Leave Award for a period of study exceeding two (2) months shall receive up to 80% of salary during the leave. In both instances, salary shall be defined as including any administrative, supervisory or special allowances received at the time the leave is taken. The Education Leave Application form shall include criteria regarding this opportunity for teachers.

4.9.3 Only those candidates approved by the Director of Education and who have completed two (2) years of satisfactory service with the Board shall be eligible to apply for and receive an Educational Leave Award.

- 4.9.4 Priorities for Education Leave Awards shall mirror those identified for Special Division Bursaries with application adjudication conducted by Learning Services Superintendents and the Human Resource Services Superintendent. Adjudication outcomes shall be communicated in writing within thirty (30) days of application submission.
- 4.9.5 A teacher who receives an Educational Leave Award shall undertake, in writing, to return to the employ of the Board for at least one (1) year immediately following the Educational Leave. A teacher who fails to fulfil such commitment shall repay to the School Board that portion of the award received which is directly proportional to the unfulfilled commitment. Such repayment shall become due and payable as at the date on which the teacher leaves the employ of the Board.
- 4.9.6 A teacher who has been granted an Educational Leave Award and who must change his/her program must have such changes approved by the designated Superintendent.
- 4.9.7 At the time an Educational Leave Award is granted to a teacher, the teacher and the Board must mutually agree to the conditions regarding the teacher's position at the expiration of the leave.
- 4.9.8 No legal liability will be attached to a teacher or a teacher's estate if disability, prolonged illness, or death prevents the fulfilment of the terms of Section 4.9.5.
- 4.9.9 Funds returned to the School Board under Section 4.9.5 shall be re-allocated to the Education Leave Budget.

4.10 Replacement Teachers

The cost of substitute teachers required as a result of leaves granted to participate in professional development activities, with the exception of Educational Leave, shall be a charged against the appropriate committee.

4.11 Deferred Salary Leave Plan

The Teacher Deferred Leave Plan allows a teacher to apply for an academic year leave of absence which shall be taken within six (6) years of the date of application. The teacher shall be solely responsible for self-financing the year of absence. To qualify for the leave of absence, the teacher must be in the employ of the Board for a minimum of two (2) years immediately prior to entering the plan.

To enter the plan, the teacher shall make application to the Director of Education no later than March 1. The teacher shall specify the year the leave is to be taken when application is made.

The teacher entering the plan shall be free to pursue any non-employment-related activity desired during the leave of absence.

A teacher who takes a deferred salary leave shall undertake, in writing, to return to the employ of the Board for at least one (1) year immediately following the deferred salary leave.

Placement upon return will be in accordance with policy [GFA - Regulations and Procedures](#).

The Board shall notify the teacher in writing, of acceptance or rejection of application by April 30 of the year in which the application was submitted.

The teacher shall have the right to opt out of the plan at any time provided the Board receives written notification by March 1 of the academic year prior to the leave.

SECTION V - SUBSTITUTE TEACHERS

5.1 Effective the first of the month following ratification, substitute teachers shall be paid at the rate of 80% of Class IV, Step 1.

5.2 On the fifth consecutive day of assigned duties for the same classroom teacher, the substitute teacher shall be paid at the current rate then paid for teachers with the same classification and experience (grid rate) retroactive to the first day of service.

Professional Learning Days and Conferencing days are not to be considered as a break in service.

5.3 When the provincial salary schedule changes as a result of a provincial collective agreement, the corresponding increase in daily salary rate for substitute teachers shall be effective the first day of the month following ratification of that provincial agreement.

5.4 The Substitute Teacher Rate charged to Travel and Conference Committees and to individual teachers shall be the actual substitute rate including the cost of benefits within Greater Saskatoon Catholic Schools. In the event a leave is of a duration requiring sub pay at grid the rate charged will reflect actual cost.

SECTION VI - SPECIAL ALLOWANCES

6.1 Coordinators

Effective the first of the month following ratification coordinators shall receive an annual allowance of 21% of Class VI maximum.

6.2 Consultants

Effective the first of the month following ratification consultants shall receive an annual allowance at the rate of 12% of Class VI maximum.

6.3 Speech Pathologists and Educational Psychologists

Effective the first of the month following ratification speech pathologists and educational psychologists shall receive an annual allowance of 12% of Class VI maximum.

6.4 Program Leaders

Effective the first of the month following ratification program leaders shall receive an annual allowance at the rate of 5% of Class VI maximum.

6.5 High School Instructional Leadership

High schools will receive funding for the promotion of instructional leadership in accordance with the formula outlined below.

High School Advisory Council

High School Advisory Councils shall receive an annual allocation of funds based on the enrolment as of September 15 of the current academic year. The per student allotment shall be:

\$ 22.13 from July 1, 2019 to June 30, 2022

The amounts specified above shall be distributed among the High School Advisory Council members in accordance with a formula to be determined by the principal and staff of each high school and approved by the Director of Education. In the event that the principal and staff of the high school cannot agree on a formula, the Director of Education shall be entitled to determine the formula.

6.6 Elementary Instructional Leadership (EIL)

Elementary schools will receive proportionate funding for the promotion of instructional leadership accordingly:

Effective September 1, 2019, Division-Wide funding of \$114,807

6.6.1 EIL Budget carry-overs shall be limited to 10% of the allocated budget.

SECTION VII - TRAVEL ALLOWANCES

7.1 The following staff shall receive Travel Allowances:

- Itinerant teachers formally assigned by the Director to teach in more than one work location during the school day
- Coordinators
- Consultants
- Speech and Language Pathologists and Educational Psychologists
- Program Leaders
- High school career work education teachers
- High school physical education teachers who, as part of the formal curriculum, are required to accompany students and teach in more than one location during the school day
- Teachers formally assigned by the Director, on a continuing basis, to accompany (or consult or counsel on matters related directly to) individual students designated according to Special Education regulations of the Department of Education.

- 7.2 Teachers may claim travel allowance for actual business travel directly related to the instructional program. Travel allowances will be paid for in-city travel related to extracurricular and professional development activities authorized by the School Division.
- 7.3 Travel allowances shall be paid at the current Saskatchewan Public Service Commission Rate.
- 7.4 No payment shall be made in the first instance, for travel between home and the designated place of employment.
- 7.5 Travel reimbursement claims are to be made monthly when travel exceeds 100 kilometres. Claims of less than 100 kilometres may be made the last day of school prior to the Christmas recess and prior to the end of the first week in June.
- 7.6 No travel claims of 100 kilometres or more will be processed or accepted after July 30.

SECTION VIII – LEAVES

8.1 Negotiation Leave

So long as [The Education Act, 1995](#) remains in force, a teacher certified as a representative of the teacher local committee shall suffer no loss in salary for time necessarily spent absent from teaching duties for the purpose of:

- participating in negotiations with Board of Education,
- participating in conciliation proceedings,
- participating in arbitration proceedings or, for attendance required by a Conciliation Officer or Arbitration Board without trustee representatives also in attendance.

8.2 Leave Adjudication

Leave adjudication in Greater Saskatoon Catholic Schools shall be in accordance with the Division Leave Guidelines which can be accessed on the School Division website and in accordance with the provisions of [Policy GFA](#).

8.3 Leave Guidelines and Leave Policy Amendments

The LINC Chairperson(s) or designate shall be provided with the opportunity to provide input to any proposed changes to [Division Leave Guidelines](#) and/or Leave Policy prior to implementation.

SECTION IX - PAY PERIOD

- 9.1 All teachers will have their salaries determined and paid monthly on a ten (10) month basis. Teachers may elect to have a separate account set up where funds will be deposited for July and August.

SECTION X – NON-STUDENT CONTACT TIME

Non-Student Contact Time in the Division is comprised of:

10.1 Teacher Preparation Time

Teacher Preparation Time - is time within the school day, as defined by *The Education Act, 1995*, when the teacher is not performing instructional tasks involving direct contact with students. There is recognition of the need to support teachers as they continue to improve the quality of education for all students. Teachers will exercise professional responsibility regarding their choices in a manner that is consistent with the duties of teachers as described in Section 231 of *The Education Act, 1995*. Teachers shall be accountable to the principal for the appropriate use of Preparation Time.

Preparation Time, for the duration of this agreement, shall be administered as follows:

- The continuation of the Preparation Time practices in effect during the 2018/2019 school year for high schools.
- For elementary schools:
 - Preparation time of 180 minutes per five (5) day instructional week or 12% of their contract time – whichever is less.
 - Four (4) days, where students are not present, dedicated to planning for instruction (Preparation Time)

10.2 Teacher Collaboration Time

Teacher Collaboration Time – is time within the school day, as defined by [The Education Act, 1995](#), when the teacher is not performing instructional tasks involving direct contact with students. Teacher Collaboration Time shall be used for purposeful peer collaboration with primacy placed on planning for effective instruction. Teachers shall be accountable to the principal for the appropriate use of Teacher Collaboration Time.

Teacher Collaboration Time, for the duration of this agreement, shall be administered as follows:

- For elementary schools:
 - Collaboration time of 45 minutes per five (5) day instructional week or 3% of their contract time – whichever is less.
 - Two (2) days, where students are not present, dedicated to teacher collaboration time.

10.3 Teacher Preparation/Collaboration Time

In addition to the above, four (4) days where students are not present, dedicated to Teacher Collaboration Time and/or planning for instruction.

10.4 Teacher Contact Time

The Board, at their discretion, may allocate Preparation Time to 'embedded time' to increase student contact days.

The Board, at their discretion, may allocate Collaboration Time to 'embedded time' to increase student contact days.

10.5 Preparation/Collaboration Time Scheduling

Elementary school principals are responsible to communicate with the teaching staff in their school about how the non-student contact time provisions of this article are honoured at their school.

SECTION XI - NOON SUPERVISION

11.1 The school division recognizes noon supervision provided to students by teachers is voluntary.

11.2 Noon lunch allocations will be provided to schools on the basis of need.

- All teaching staff who choose to provide noon lunch supervision shall be scheduled to earn the equivalent of the cost of two (2) substitute teacher days before others are scheduled to earn in excess of this amount.

Compensation provided to teachers will result in no loss of benefit in terms of supervision time required to earn the equivalent of one (1) cost-of-sub deducted day.

The hourly rate of pay for teachers shall be calculated as follows:

Actual Daily Charged Rate of Substitute Teacher x 1/10 or \$25.00/hour – whichever is less.

Teachers shall be entitled to carry over a maximum of twenty five (25) hours (2.5 days) of noon supervision time from one school year to the next.

SECTION XII – EXTRACURRICULAR RECOGNITION

12.1 Teachers who accumulate one hundred (100) hours of Board-approved extracurricular activities in one school year with students will be eligible to have a maximum of one (1) day leave with pay with no deduction during the school year the leave was earned. See [Extracurricular Recognition Guidelines](#).

An earned day may be carried over to the following school year provided the total carry-over of Noon Lunch Supervision and Extracurricular Recognition does not exceed 2.5 days.

- 12.2 Teachers who accumulate fifty (50) hours of Board-approved extracurricular activities in one school year with students will be eligible to select a recognition gift no later than October 30. The cost of these recognition gifts shall be funded utilizing funds generated through Article 4.5.
- 12.3 Teachers who receive Extracurricular Recognition as articulated in Article 12.1 are not eligible for recognition provided in Article 12.2
- 12.4 The LINC Chairperson (s) or designate shall be consulted-prior to any changes regarding guidelines for what constitutes extracurricular service and the accrual of extracurricular service hours.

SECTION XIII- SECONDMENT OF STA PRESIDENT

- 13.1 When the president is an employee of Saskatoon Catholic Schools, the Board will pay the salary plus any applicable allowance to the STA president during the leave. The STA will reimburse the Board for the salary and any allowance paid to the STA president during the leave.

SECTION XIV - GRIEVANCE PROCEDURE

- 14.1 For the purpose of this section a "grievance" shall be defined as in Section 2(q) of [The Education Act, 1995](#).
- 14.2 A teacher shall submit any grievance in writing to the Chairperson of the Teacher's Local Implementation and Negotiations Committee or designate. The Chairperson shall, upon receipt of the notice contact the Chairperson of the Board's Negotiation Committee within seven (7) days and arrange to resolve the grievance as provided for in [The Education Act, 1995](#).
- 14.3 If the grievance is not resolved by the procedure specified in Section 15.2, a grievance committee shall be established consisting of four members, two appointed by the Board and two appointed by the Teachers. The Chairperson of the Teacher's Local Implementation and Negotiations Committee shall inform the Grievance Committee of the unresolved grievance and the Grievance Committee shall meet within seven (7) days to consider the grievance.
- 14.4 The Grievance Committee may make such recommendations to the parties to such grievance as it deems advisable for the resolution of the grievance. A decision of the Grievance Committee shall be binding on the parties to the grievance if passed by a majority of the committee present and voting.
- 14.5 If the grievance is not resolved by the Committee, either party may refer the matter to arbitration in accordance with the provisions of [The Education Act, 1995](#).

SECTION XV - GENERAL

- 15.1 Unless the context otherwise requires, the terms and expressions used in this Agreement shall have the same meaning as when used in [The Education Act, 1995](#).

IN WITNESS WHEREOF the signing officers of the respective parties have set their hands at
Saskatoon, Saskatchewan this 28 day of June 2019.

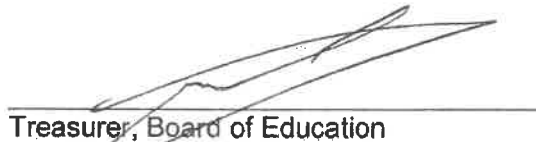
Signed on behalf of the Teachers of
St. Paul's Roman Catholic Separate School
Division No. 20

Signed on behalf of the Board of Education
of St. Paul's Roman Catholic Separate
School Division No. 20


Chair, L.I.N.C. Committee


Chair, Board of Education


Member, L.I.N.C. Committee


Treasurer, Board of Education


Witness, Chair, Board L.I.N.C. Committee



LETTER OF UNDERSTANDING

Between

The Board of Education of St. Paul's R.C.S.S.D. # 20

And

The Teachers of St. Paul's R.C.S.S.D. # 20

NON-STUDENT CONTACT TIME

- Teacher absences will continue to be filled by:
 - Substitute teachers
 - Part-time teachers who are available to sub
- When the abovementioned methods fail to fill teacher vacancies, the parties agree that teachers shall be permitted to teach and provide instructional services during their preparation and collaboration time and will not be considered a violation of Section X of this agreement.
- Compensation for this time will be honoured in one of the following ways:
 - Time tracked and provided back to the teacher at a later date (within the same school year), managed at the school level (substitute provided if required)
 - Pay out for time – the Board shall pay teachers, at the teacher's rate of pay, for time which could not be provided back in the currency of time. These monetary payments are not pensionable. The board shall make payments by the end of June (but may offer earlier pay dates if possible).
- The Board wishes to formally thank teachers for their continued work and flexibility as we navigate teacher substitute shortages.

On behalf of the Board of Education:

Diane Boyle

On behalf of the teachers:

Yvonne Musey Johnson

Date: June 29, 2023



LETTER OF UNDERSTANDING

Between

The Board of Education of St. Paul's R.C.S.S.D. # 20

And

The Teachers of St. Paul's R.C.S.S.D. # 20

TERM OF LINC AGREEMENT

- The parties mutually agree to extend the terms of conditions of the agreement for the period of September 1, 2023 through to and including August 31, 2024.

On behalf of the Board of Education:

Diane Bayte

On behalf of the teachers:

Yvonne Musey Johnson

Date: June 29, 2023