



The Local Collective Bargaining Agreement
(Hereinafter called the "Agreement")

Made at Weyburn in the Province of Saskatchewan effective
the 1st day of January 2018.

Between

The Board of Education of Holy Family Roman Catholic School Division 140
(Hereinafter called the "Board")

AND

The Teachers of Holy Family Roman Catholic School Division #140
(Hereinafter called the "Teachers")

For the Period

JANUARY 1, 2018 - DECEMBER 31, 2020

Table of Contents

PREAMBLE.....3

ARTICLE 1 - TERM OF AGREEMENT AND DEFINITIONS4

ARTICLE 2 - EDUCATION / SABBATICAL LEAVES FOR PROFESSIONAL GROWTH.....4

ARTICLE 3 - BURSARIES6

ARTICLE 4 - SPECIAL LEAVES7

ARTICLE 5 - EARNED DAYS OFF9

ARTICLE 6 - PREPARATION TIME.....11

ARTICLE 7 - SPECIAL ALLOWANCES11

ARTICLE 8 - SUBSTITUTE TEACHERS12

ARTICLE 9 - PAY PERIODS13

ARTICLE 10 - HOLY FAMILY LIAISON COMMITTEE13

ARTICLE 11 - EMPLOYMENT INSURANCE REBATE.....14

ARTICLE 12 - GRIEVANCE PROCEDURE.....14

PREAMBLE

The parties to this Agreement acknowledge the following with respect to the bargaining process:
All reference to the Education Act will need to be updated to ...

1. Pursuant to Section 237 (2) (a) of *The Education Act, 1995*, and unless otherwise amended, the parties shall bargain collectively with respect to the following matters:
 - sabbatical leave for teachers;
 - education leave for teachers;
 - salaries for substitute teachers;
 - the duration of the local agreement;
 - pay periods for teachers; and
 - special allowances for teachers.
2. Pursuant to Section 237 (2) (b) of *The Education Act, 1995*, and unless otherwise amended, parties may bargain collectively with respect to matters other than those mentioned in 237 (2) (a).
3. Pursuant to Section 237 (6) of *The Education Act, 1995*, and unless otherwise amended, a collective bargaining agreement between the parties shall not "contain terms regulating the selection of teachers, the course of study, the program of studies, or the professional methods and techniques employed by a teacher."

ARTICLE 1 - TERM OF AGREEMENT AND DEFINITIONS

- 1.1 This agreement becomes effective **January 1, 2018** and shall continue in effect until **December 31, 2020** and thereafter until revised in accordance with *The Education Act, 1995*.
- 1.2 Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meanings as are given to them in *The Education Act, 1995*, and any amendments thereto.

ARTICLE 2 - EDUCATION / SABBATICAL LEAVES FOR PROFESSIONAL GROWTH

- 2.1 The purpose of this Article is to provide professional growth opportunities for teachers in order to improve student learning. The Director of Education must approve the professional development program.
- 2.2 When a leave of absence is granted under this Article, the Teacher and the Board shall execute a written agreement incorporating the required terms and conditions as per this Article.
- 2.3 "Return Service" shall mean the undertaking of a Teacher to return to the employ of the Board for a stated period of time immediately following the leave of absence. "Basic Rate of Pay" shall mean the Teacher's rate of basic salary in effect on the last school day prior to leave excluding administrative or special allowances.
- 2.4 Except for short-term leaves, a Teacher shall apply for leaves under this Article no later than four (4) months prior to the proposed commencement of the leave. The Board shall notify the Teacher within six (6) weeks of the date of the application to the applicable educational institution and the Teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.
- 2.5 The Teacher upon returning to the school system shall be placed in a position as agreed to in writing by the Teacher and the Board prior to the leave of absence.
- 2.6 Should the Teacher fail to successfully complete the program approved, the Teacher shall undertake to repay the full amount of the payment received under this Article together with interest at the prime lending rate prevailing at the time leave was granted. Repayment shall commence not later than one (1) year following the date of the Teacher's return to the employ of the Board. Should the Teacher successfully complete the education requirements of the approved program during the first year of return service, such action shall be deemed to have satisfied the conditions of the leave and no repayment of funds will be required. In the event of partial completion of the approved program the Board may waive in-full or in-part the repayment of funds paid under this Article.

2.7 Should the Teacher fail to comply with the undertaking regarding return service, the Teacher shall refund the full amount of payment received under this Article together with interest at the prime lending rate prevailing at the time leave was granted. In the event there is partial compliance regarding return service any repayment shall be prorated. The Board may waive repayment by the Teacher in- whole or in-part.

2.8 Should the Teacher be declared redundant at any time between the granting of a leave under this Article and the completion of the return service the Teacher shall not be obliged to repay any portion of the payment received.

2.9 Should a Teacher die while on leave of absence under this Article or during the period of Return Service, or should the Teacher be totally and continually disabled and prevented from performing any teaching duties during said period there shall be no liability on the Teacher or any other persons regarding the payment made to the Teacher during the leave.

2.10 Long-Term Leave

The Board may grant leave to a maximum of three (3) Teachers per school year for the completion of one (1) year of university education or equivalent. The following terms and conditions apply:

2.10.1 The Board shall assist the Teacher at a rate of 50% of the Teacher's rate of basic salary in effect. Teachers are not eligible for such salary assistance in conjunction with other grants.

2.10.2 The leave shall not exceed fourteen (14) consecutive months.

2.10.3 The Teacher shall undertake three (3) consecutive years of Return Service.

2.11 Medium-Term Leave

The Board may grant leave to a maximum of three (3) Teachers per school year for a period sufficient for the completion of one (1) semester of university education or equivalent. The following terms and conditions apply:

2.11.1 The Board shall assist the Teacher at a rate of 50% of the Teacher's rate of basic salary in effect. Teachers are not eligible for such salary assistance in conjunction with other grants.

2.11.2 The leave shall not exceed six (6) consecutive months.

2.11 .3 The Teacher shall undertake two (2) consecutive school years of Return Service.

2.12 Short-Term Leave

The Board may grant short-term leave to a Teacher including but not limited to conducting research, acquiring information through visiting school systems, attending educational conferences, institutes, conventions, workshops, or other in-service programs. The following terms and conditions apply:

2.12.1 This leave shall be with pay.

2.12.2 The leave shall not exceed one (1) month.

2.12.3 The Teacher shall undertake six (6) consecutive school months of Return Service.

2.13 University Intersession Leave

The Board may grant leave to a Teacher to attend intersession. The following terms and conditions apply:

2.13.1 This leave shall be with pay.

2.13.2 The application deadline date shall be the day prior to the April regular Board meeting.

2.13.3 The Teacher shall undertake one (1) school year of Return Service.

ARTICLE 3 - BURSARIES

3.1 The Board shall grant up to six (6) bursaries annually for the tuition and associated fees of a class to a maximum of two hundred sixty-eight dollars and forty cents (\$268.40) per credit hour for classes taken during the year that have been approved by the Director of Education.

Teachers are not eligible for a bursary in conjunction with other grants.

3.2 The Teacher must submit application for the bursary to the Board no later than six (6) weeks prior to commencement of the course. The Board shall notify the Teacher of its decision at least four (4) weeks prior to the date on which the program is scheduled to commence.

3.3 The Teacher shall undertake in writing to return to teaching duties with the Board for at least one (1) school year immediately following the completion of the class and, in the event of default, to refund the amount of the bursary as set out hereunder.

- 3.4 Upon completion of the class, the Teacher must submit an official transcript to the Board Office. Should the Teacher be unsuccessful in completing the program or fail to comply with clause 3.3, the Teacher shall forthwith refund the amount of the bursary with interest at the prime lending rate prevailing at the time of the bursary. The Board may waive refund of the bursary in whole or in part.

ARTICLE 4 - SPECIAL LEAVES

A Teacher must submit a written request to access the following leaves of absence:

Long Term Special Leaves

- 4.1 Maternity Leave
The Board shall grant Maternity Leave in accordance with the provisions set forth in *The Saskatchewan Employment Act* and the *Provincial Collective Bargaining Agreement*.
- 4.2 Adoption Leave
The Board shall grant Adoption Leave in accordance with the provisions set forth *The Saskatchewan Employment Act*.
- 4.3 Parental Leave
The Board shall grant Parental Leave in accordance with the provisions set forth *The Saskatchewan Employment Act*.
- 4.4 Parenting Leave
The Board may grant up to and **include** an **additional** twelve (12) consecutive months of leave without pay.
- 4.5 **Job-Protected Leave Without Pay**
The Board shall grant any Job-Protected Leave that is without pay in accordance with the provisions set forth *The Saskatchewan Employment Act*.

Short Term Special Leaves

Short term leaves are subject to a proration equal to the percent of contract, in addition to the percentage of the academic year worked.

- 4.6 Paternity Leave
The Board shall grant Paternity Leave of two (2) school day(s) with pay for a Teacher to accompany his wife at the birth and initial stages of life of each child.
- 4.7 Adoption Leave
The Board shall grant adoption leave of four (4) school days with pay per adoption. This leave may be used for home study, appointments, or visiting a child prior to and/or upon placement in the home.

4.8 Compassionate Leave

The Board shall grant compassionate leave of up to five (5) consecutive school days in case of critical illness in the immediate family; that is: father (**step**), mother (**step**), spouse, child (**step**), brother (**step**), sister (**step**), parent-in-law (**step**), brother or sister-in-law (**step**), grandparents (**step**), grandparents-in-law (**step**), son-in-law (**step**), daughter-in-law (**step**), grandchild (**step**), niece (**step**), or nephew (**step**). Critical illness is defined as "in danger of death".

A maximum of five (5) days in a school year shall be with pay.

4.9 Bereavement Leave

The Board shall grant bereavement leave of up to five (5) consecutive school days **with pay for a death** in the immediate family; that is: father (**step**), mother (**step**), spouse, child (**step**), brother (**step**), sister (**step**), parent-in-law (**step**), brother or sister-in-law (**step**), grandparent (**step**), grandparent in-law (**step**), son-in-law (**step**), daughter-in-law (**step**), grandchild (**step**), niece (**step**), or nephew (**step**).

A maximum of five (5) days in a school year shall be with pay.

The Board may grant additional days without pay.

4.10 Funeral Leave

The Board shall grant funeral leave of absence **with pay** to attend funerals of aunts or uncles. Time off shall be limited to the day of the funeral if the funeral is taking place within 500 km (one way) from the Teacher's place of residence and two (2) consecutive school days shall be granted if the funeral is taking place more than 500 km (one way) from the Teacher's place of residence.

The Board may grant additional days without pay.

4.11 Funeral Officiating Leave

A Teacher shall be granted up to one-day leave with pay by the principal to act in an official capacity at a funeral. Official capacity could include being a pallbearer or eulogist or attending a funeral of a current student or the student's immediate family.

4.12 Personal Leave

Teachers shall be granted two (2) days of leave per school year with pay to attend to the following:

- "extraordinary family need" when the care by a health care provider of the Teacher's child or spouse or parent where the Teacher's personal attention or attendance is necessary.
- the wedding, graduation, or ceremony of similar significance of the Teacher, or the Teacher 's spouse, or child.
- "a pressing necessity" when any circumstance of a sudden or unusual occurrence that requires the immediate attention of the Teacher and could not by the exercise of reasonable judgment have been foreseen by the Teacher.
- a teacher shall be granted leave with pay, by the principal, for one (1) day for defense of the teacher's thesis or dissertation.

4.13 Holy Family Teacher s' Association Business

- 4.13.1 Leave with pay up to six (6) days per school year shall be granted to the Holy Family Teachers' Association in order to attend to Holy Family Teachers' Association business.
- 4.13.2 Substitute costs shall be reimbursed to the school division by the Holy Family Teachers' Association.
- 4.13.3 In exceptional circumstances, the President on behalf of the Holy Family Teachers' Association may request additional days which may be granted by the Director of Education or Designate.

4.14 Jury /Witness Duty

A teacher who is absent from work as a result of being subpoenaed to be a witness in court, or of being required to serve on a jury shall be paid the teacher's normal salary subject to the following conditions:

- 4.14.1 **The teacher shall pay to the Board any remuneration other than expenses, which the teacher receives, for such absence. With respect to the Court of Queen's Bench, the teacher, if appearing as a witness, shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.**
- 4.14.2 **The teacher shall notify the Board as soon as possible after receipt of notice for such absence.**
- 4.14.3 **This Article does not apply to a teacher who:**
 - 4.14.3.1 **Has a direct or indirect interest in the outcome of any proceedings; or**
 - 4.14.3.2 **Appears as an accused in any proceedings.**

ARTICLE 5 - EARNED DAYS OFF

The Board of Education will make provision for Earned Days Off in recognition of the efforts of a teacher to provide extra-curricular services in a school year.

5.1 Entitlement

5.1.1 Number of Hours	Earned Days Off
Twenty (20) hours	0.5 days
Forty (40) hours	1.0 days
Eighty (80) hours	2.0 days
One hundred and twenty (120) hours	3.0 days
One hundred and sixty (160) hours	4.0 days

- 5.1.2 With respect to leave for extra-curricular services performed:
- 5.1.2.1 The record of a teacher's accumulated hours shall be recorded in a continuous manner, on an appropriate form by the Teacher.
 - 5.1.2.2 Upon completion of the required hours, the Principal shall forward a copy of the completed record to the Division office.

5.2 Definitions

- 5.2.1 Extra-curricular activities shall mean actual contact with students in approved school activities outside of instruction time and co-curricular activities.
- 5.2.2 "Approved activities" shall mean that range of activities submitted by the Principal of each school and approved by the Director of Education. In the event a situation arises where an activity must be run at noon, prior approval must be received by the Director of Education in order for the activity to fall within the ambit of extra-curricular activities. Activities for approval for the school year shall be submitted by the Principal in September of each school year and amended as needed throughout the school year.

5.3 Scheduling

- 5.3.1 The day or days of leave shall be selected in consultation with the Principal.
- 5.3.2 The day or days must receive approval from the Principal before the leave is exercised.
- 5.3.3 The maximum number of days that shall be allowed to be taken at one time shall be three (3) consecutive school days.
- 5.3.4 A minimum of two (2) teachers to a maximum of twenty per cent (20%) of the teaching staff complement at any school site rounded to the nearest whole number shall be eligible.

5.4 Carry Over

- 5.4.1 Earned days off may be carried forward to a maximum of three (3) days that must be used in the subsequent school year.
- 5.4.2 If a teacher's EDO hours do not reach the required time to earn them personal days, they may carry forward a maximum of 19 hours into the next school year.

5.5 Pay Out

- 5.5.1 Teachers shall have the option of receiving a payout for their unused entitlement. The value of the payout shall be the amount of substitute teacher pay then in effect multiplied by the number of days of the unused entitlement.
- 5.5.2 Teachers choosing to access payouts must notify the Superintendent of Finance no later than:
- 5.5.2.1 December 1st for payment in the December pay period.
 - 5.5.2.2 June 1st for payment in the June pay period.

ARTICLE 6 - PREPARATION TIME

- 6.1 Preparation time is time when the teacher is not assigned instructional or supervisory responsibility of students. Assigned preparation time is to be used solely for the purpose of attending to professional teacher responsibilities directly related to instruction or enhancing student learning.
- 6.2 Every teacher shall receive ten (10) percent preparation time proportionate to instructional time as per the Teacher's contract. Such time shall be scheduled at the discretion of the Board in relation to the alternate school year and/or school day.

ARTICLE 7 - SPECIAL ALLOWANCES

- 7.1 When the following responsibilities commence at a time other than the beginning of the academic year, the allowance shall be prorated accordingly. When these responsibilities are provided on a part-time basis the allowance shall be prorated accordingly.

7.2 Coordinator Allowance

A Teacher designated by the Board as a Coordinator shall receive the following allowance:

	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Year 1:	\$6,670	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Year 2:	\$9,293	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Year 3:	\$12,005	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

7.2.1 **A Letter of Understanding will accompany this agreement with the updated allowance schedule upon ratification of the Saskatchewan Teachers Provincial Collective Bargaining Agreement. The allowance increments will use 2016/17 as the base and increase the yearly amount by the same percentage increase used in the salary grid of the Provincial Collective Bargaining Agreement.**

7.3 Band Program Allowance

A Teacher designated by the Board as being responsible for a Band Program shall receive the following allowance:

	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Year 1:	\$3,450	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

7.3.1 **A Letter of Understanding will accompany this agreement with the updated allowance schedule upon ratification of the Saskatchewan Teachers Provincial Collective Bargaining Agreement. The allowance increments will use 2016/17 as the base and increase the yearly amount by the same percentage increase used in the salary grid of the Provincial Collective Bargaining Agreement.**

7.4 Noon Hour Activity Program Allowance

- 7.4.1 Each school designated by the Board as having a Noon Hour Activity Program shall be provided an allowance to be allocated to Teachers by the Principal.
- 7.4.2 Teachers participating in an approved noon hour activity shall receive Twenty dollars (\$20.00) per noon hour. There will be no carryover to the next school year.
- 7.4.3 Activities for the school year shall be approved and submitted by the Principal to the Director of Education by September 30th of each year. Amendments made during the school year must be approved and submitted by the principal to the Director of Education.
- 7.4.4 An accounting of the allocation of the funds shall be submitted by the Principal to the Board in June of each year.

ARTICLE 8 - SUBSTITUTE TEACHERS

- 8.1 The per diem salary payable to a substitute Teacher for the first four (4) continuous teaching days in the same classroom or in place of the same Teacher shall be one (1) divided by the number of days in a school year as set by the Minister of Education times the annual rate of salary of the scheduled minimum of the class in which the Substitute's teaching certificate would place that Teacher.
- 8.2 Commencing on the fifth (5th) teaching day in any period of continuous employment in the same classroom or in place of the same Teacher the per diem salary for a Substitute Teacher shall be one (1) divided by the number of days in a school year as set by the Minister of Education times the annual rate of salary that would be payable to the substitute Teacher under the Provincial Collective Bargaining Agreement.
 - 8.2.1 The period of continuous employment shall not be broken by institute, workshop or convention day.
- 8.3 The Board will invite substitute Teachers to attend the school division professional development and faith in service provided there is no cost to the Board.
- 8.4 This provision is effective on the date of signing of this collective agreement.

ARTICLE 9 - PAY PERIODS

- 9.1 Teachers shall be paid in ten (10) or twelve (12) monthly periods on or before the 25th day of each month. A Teacher may request an option change by giving prior notice by January 15th and the change will take effect with the January payroll or by August 15th and the change will take effect with the September payroll. Payment is made by direct deposit to Teachers ' accounts by the electronic funds transfer system (EFT). In December, Teachers shall be paid on the last work day prior to December 25th.
- 9.2 All Teachers new to the Board shall receive upon request an advance on salary to a maximum of five hundred dollars (\$500.00). The request shall be made on or before September 1st of the year they begin their employment with the Division. This amount shall be deducted from the September salary.
- 9.3 Upon termination or expiration of a contract all monies due the Teacher shall be paid within two (2) weeks of the termination or expiration date.
- 9.4 **Monthly earnings statements are reported electronically by email and accessible online. Earnings statements includes updated information on accumulated sick days and EDO's.**
- 9.5 **The Payroll/HR Administrator shall deduct the Holy Family Teacher's Association (HFTA) fees from the pay of each Educator employed by Holy Family School Division. The amount to be deducted from each Educator's pay cheque shall be provided to the Payroll/HR Administrator by the Executive of the HFTA. The amount shall be deducted from the pay period immediately following notification of the amount, provided at least two (2) weeks' notice is given.**
- 9.6 The **Payroll/HR Administrator** shall deduct the Teacher's Convention fees from the pay of each **Educator** employed by Holy Family School Division. The amount to be deducted from each **Educator's** pay cheque shall be provided to the **Payroll/HR Administrator** by the Executive of the HFTA. The amount shall be deducted from the pay period immediately following notification of the amount, provided at least two (2) weeks' notice is given.

ARTICLE 10 - HOLY FAMILY LIAISON COMMITTEE

- 10.1 A Liaison Committee shall provide a means of communication between the Board and the Teachers of the HFTA.
- 10.2 The committee shall be composed of the Director of Education, the President of HFTA, up to five (5) members of the Board, and up to five (5) members of the HFTA.
- 10.3 The Holy Family Liaison Committee shall meet twice in each academic year and as requested by either Party to this Agreement. These meetings shall take place outside of the school day.
- 10.4 The Liaison Committee will establish principles by which the committee interacts.

ARTICLE 11 - EMPLOYMENT INSURANCE REBATE

- 11.1 Pursuant to Regulation (61) under *The Employment Insurance Act, 1997*, the Board shall forward to each Teacher an amount equal to five-twelfths (5/12) of the premium reduction obtained on behalf of each Teacher in its employ. The Board shall pay the premium reduction directly to Teachers employed by the Holy Family School Division.
- 11.2 Such payment shall be made to the Teachers no later than the month following receipt of the funds.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 Any difference or dispute between the Board and the Teachers with respect to the interpretation and application of this collective agreement shall endeavor to be resolved through administrative channels, which includes the Director of Education and a HFTA representative. A teacher must initiate the grievance process within one (1) year of the time that the alleged violation of the interpretation and application of the provisions of the local collective agreement occurred.
- 12.2 If the difference of opinion is not resolved through administrative channels, the Teacher may request a written decision from the Director of Education within ten working (10) days, and shall refer the matter, in writing, to the LINC Chairperson within thirty (30) teaching days of receipt of the written decision.
- 12.3 The LINC Chairperson may request, in writing, within thirty (30) working days, a meeting with a Grievance Committee consisting of two (2) Teachers of HFTA LINC and two (2) members of the Board. The Director of Education shall be the non-voting Chairperson of the Grievance Committee.
- 12.4 Upon notification of a grievance in writing the Grievance Committee shall meet within fifteen (15) teaching days to consider the grievance.
- 12.5 If the grievance is not resolved by the Grievance Committee within ten (10) teaching days of considering the grievance, it may be referred to arbitration in accordance with the terms of *The Education Act, 1995*, and any amendments thereto.
- 12.6 Time limits may be extended by mutual agreement of the members of the Grievance Committee for the purpose of due process.

Dated at Weyburn, in the Province of Saskatchewan,
this 14th day of February 2018.

Signed on behalf of the Board of
Education of Holy Family Roman
Roman Catholic Separate School
Division No. 140:

Bruno Juchacz
Paul
Karen Melle
Jessica van Deype
Ewen Keith
Lisa Wonsiak

Signed on behalf of the Teachers of
the Holy Family Roman Catholic
Separate School Division No. 140:

Janice Fiechte
[Signature]
Sven Van De Wastyn
Jeanette Deenamin
Tracy Reinson