

Local
Collective Bargaining Agreement

Between

The Board Of The
Cornwall Alternative School INC.

And

The Teachers Of The Cornwall
Alternative School INC

September 1, 2021 To August 31, 2024

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1. Duration and Interpretation

- 1.1 This Agreement, entered into between the Cornwall Alternative School Inc. (the Board, the Corporation) and the teachers of the Cornwall Alternative School (teachers) pursuant to the Agreement between the Board of the Cornwall Alternative School Inc. and the Saskatchewan Teachers' Federation, shall be binding on all teachers and the Board.
- 1.2 This Agreement shall provide the terms and conditions of employment and shall be in effect from September 1, 2021-August 31, 2024 or until a new Agreement is negotiated.
- 1.3 The Parties shall meet annually in May/June and complete an annual review of the agreement. Either party can bring forward items of concern or interest during the term of the Agreement. Collective bargaining shall commence no later than 100 days prior to the expiry of the Agreement.
- 1.4 Any reference to the parties shall be deemed to refer to the signatories to this Agreement.

2. Job Sharing

Without restricting the reasons for which job sharing may be granted, a teacher may be granted job sharing with a prorated salary in respect to the following:

- 2.1 Only permanent positions may be shared.
- 2.2 All job-sharing arrangements shall be negotiated and mutually agreed between the Board and the teachers.
- 2.3 Re-negotiations of the term job sharing shall be completed by May 31 of each year or thirty days prior to the expiry of the term.
- 2.4 At the expiry of the job sharing, the Board shall reinstate the teachers with terms and conditions equivalent to those prior to the start of job sharing.

3. Preparation Time

- 3.1 Preparation time is time within the school day, as defined by *The Education Act, 1995*, when the teacher is not performing instructional tasks or not involved in direct interaction with students.
- 3.2 The Board shall allocate sufficient staff to provide every teacher responsible for the instruction of a class or classes a total of 130 minutes of preparation time per 5 day cycle.
- 3.3 The distribution of preparation time shall take place on any school day afternoon.
- 3.4 The principal/CEO, when the need arises, may temporarily assign a teacher instructional duties during preparation time in order to deal with short term teacher absences due to an emergent situation or prearranged approved absence of less than on half day.

4. Extra-Curricular Activities

- 4.1 Extra-curricular activities are those authorized student activities that take place beyond the school day, as defined by *The Education Act, 1995*.
- 4.2 Teacher involvement in extra-curricular activities is voluntary and requires the consent of the teacher.
- 4.3 Teacher involvement in extra-curricular activities shall not form any part of the job description, hiring, placement or evaluation of any teacher.

5. Supervision & Hours of Work

- 5.1 Lunch hour supervision shall be required of each teacher on a rotation basis to be determined by staff, teachers and the Principal/CEO.
- 5.2 After school supervision shall be required by teachers from 2:45pm until the end of the school day on a rotation basis determined by staff, teachers, and the Principal/CEO.
- 5.3 Teachers shall not have to supervise between class breaks. The Principal/CEO, when the need arises, may temporarily assign a teacher to supervise between class breaks.
- 5.4 Activities that require teachers to work with students on non-school days or on overnight activities shall be compensated by receiving one day in lieu for each non-school day or overnight period spent with students.
- 5.5 The core hours of work shall be 9:00 am. to 3:00 pm., Monday to Friday. An additional one hour of flex time is to be scheduled by mutual agreement between the employee and the Principal/CEO.

6. Substitute Teachers

- 6.1 A Substitute teacher shall be paid a daily rate for each day of substitute teaching based on 1/number of days in the school year of the substitute teacher's salary entitlement as set out in Article 2 of the Provincial Collective Bargaining Agreement between the Boards of Education and the Government of Saskatchewan (Provincial Collective Bargaining Agreement).
- 6.2 On the 20th consecutive teaching day in the same assignment, a substitute teacher shall be placed on a temporary contract retroactive to the commencement of the assignment.
- 6.3 Professional development day shall not interrupt substitute teaching service.

7. Professional Advancement

- 7.1 Session Awards
 - 7.1.1 For the purpose of this Agreement, "session" shall mean any one of summer session, night class, or intercession, or other short courses that the teacher wishes to recommend to the Board.
 - 7.1.2 To qualify for a Session Award, a teacher must have at least two full time equivalent academic years of teaching service with the Board prior to the commencement of the session.
 - 7.1.3 Tuition fees for classes or programs shall be paid by the Board upon successful completion of the class.
 - 7.1.4 The Board shall pay the cost of classes completed at an educational institution outside school hours or while a teacher is on a leave of absence without pay.
 - 7.1.5 Applications for Session Awards shall be submitted to the Board prior to the date the session is to commence. The Board shall notify the applicants of its decision as soon as possible prior to the date on which the class or program is to commence.
 - 7.1.6 A Teacher shall agree, upon completing a session award that was funded by section 7.1, by written contract, to return to the service of the Board for a period of at least two years following the completion of the session award, and in the event of default to refund such portion of the award received as equal to the ratio that the undeserved return of service bears to two years.

7.1.7 Should the teacher die or become disabled during the period of the leave or during the return service neither the teacher if she/he is disabled nor her/his estate in the event of death shall be under any obligation to repay any refund.

7.2 5 Educational and Sabbatical Leave

Educational Leave is a leave of absence to pursue a formal course of studies. Sabbatical Leave is a leave of absence to travel for the purpose of studying other educational systems or to undertake any activity of an educational nature. Sabbatical and Educational leaves may be granted subject to the following conditions:

7.2.1 For Sabbatical or Educational leave the period of leave shall not exceed 14 consecutive months.

7.2.2 To qualify for Sabbatical or Educational Leave, a teacher must have a minimum of three years of professional training beyond senior matriculation and at least four full time equivalent years of service with the Board.

7.2.3 Applications for leave under this section must be submitted to the Principal/CEO not later than March 1st of the year proceeding the school year for which leave is requested.

7.2.4 The Board shall notify the teacher of its decision within six weeks of the final date for applications. Within two weeks of receiving notification of the Board's decision to grant leave, the teacher shall acknowledge acceptance or rejection of the leave.

7.2.5 Any cost associated with either Sabbatical or Educational leave beyond the Board responsibilities set out in this Agreement is the sole responsibility of the teacher.

7.3 Visit And Conference Leave

7.3.1 When an award to a teacher for the purposes of conducting research and acquiring information through attendance at conferences, visiting other school systems or other related purposes approved by the Board is granted, the teacher shall suffer no loss of pay during absence from duties in the school system. The teacher shall be reimbursed for authorized expenses as substantiated by official receipts.

8. Employment Leaves

8.1 Maternity Leave

8.1.1 A teacher shall be granted maternity leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.

8.2 Parental Leave

8.2.1 A parent shall be granted leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.

8.2.2 The Board may grant additional leave for parenting purposes.

8.3 Adoption Leave

8.3.1 A teacher will be granted adoption leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.

8.3.2 A teacher shall be granted leave with pay for a period of up to and including three teaching days in order to receive a child for adoption.

8.4 Family Leave

8.4.1 A teacher shall be granted a maximum of eight days per year to be used for parenting requirements or pressing necessity relating to parenting.

- 8.5 Sick Leave
- 8.5.1 A teacher shall be granted sick leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.6 Compassionate Care Leave
- 8.6.1 A teacher shall be granted compassionate care leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.6.2 A teacher shall be granted leave of absence without loss of pay for a period up to and including five teaching days to attend a serious illness and/or death of a relative or friend.
- 8.6.3 The Board may grant paid compassionate leave in excess of five days.
- 8.7 Critically Ill Child Care Leave
- 8.7.1 A teacher shall be granted leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.8 Organ Donation Leave
- 8.8.1 A teacher shall be granted leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.9 Reserve Force Leave
- 8.9.1 A teacher shall be granted leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.10 Nomination, Candidate, and Public Office Leave
- 8.10.1 A teacher shall be granted nomination, candidate and public office leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.11 Crime-related Child Death or Disappearance Leave
- 8.11.1 A teacher shall be granted crime-related death or disappearance of a child leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.12 Citizenship Ceremony Leave
- 8.12.1 A teacher shall be granted citizenship ceremony leave in accordance with the *Saskatchewan Employment Act* and the *Saskatchewan Teachers Federation- Provincial Collective Bargaining Agreement September 1, 2019-August 31, 2023*.
- 8.13 Sick Leave
- 8.13.1 A teacher shall be credited, debited and accumulate sick days in accordance with Article 7 of the Provincial Collective Bargaining Agreement up to a maximum of 40 days.
- 8.14 Special Other Leaves
- 8.14.1 A teacher may be granted leave with pay for a period of up to and including ten teaching days per school year, in order to attend examination for discovery, pre-trial conferences or trials in the following actions to which the teacher is party:
 - 8.14.2 matrimonial settlement
 - 8.14.3 child custody or access
 - 8.14.4 maintenance of support

- 8.14.5 annulment process
- 8.14.6 damages for personal injury
- 8.15 Special Leaves
 - 8.15.1 Without restricting the reasons for which leaves may be granted, a teacher may be granted leave with full salary in respect to the following:
 - 8.14.2 for absence from work for events considered acts of God;
 - 8.14.3 to attend important meetings of voluntary community organizations in which the teacher holds a key office.
 - 8.14.4 to act as a delegate or other official at conventions or meetings of educational organizations;
 - 8.14.5 to attend cultural and athletic activities at which the teacher's presence is required;
 - 8.14.6 to attend university convocations or post-secondary graduations involving self, spouse, sons, daughters or parents;
 - 8.14.7 up to two days to attend to personal matters.
- 8.15 Other Leaves without Pay
 - 8.15.1 Leaves of absence without pay shall be granted for up to two teaching days per school year.
 - 8.15.2 At the Board's discretion leave without pay, of one year may be granted to a teacher for a leave other than parenting leave.
 - 8.15.5 Upon return from such leave without pay, the teacher shall be reinstated in the teacher's previous position.
- 8.16 At the expiration of leave granted in accordance with Article 8, the teacher shall be placed in a position as shall agreed upon in writing prior to the commencement of the leave.

9 9. Payment of Salary

- 9.1 Payment of salary shall be monthly for 10 or 12 months due on the 28th of each month. The employee shall elect as to the option of salary payment on September 1st of each year.
- 9.2 Upon request, the Board may grant a teacher request for an advance up to 50% of the monthly salary entitlement for the first month of employment with the Board.
- 9.3 The Board will pay all Regina Public School Teachers' Association (RPSTA) fees on September 1st for all teachers. The Board will recoup the RPSTA fees from the teacher's salary over a ten month period starting with the September pay period.

10 10. Termination and Recalls

- 10.1 A teacher's continuing contract may be terminated as defined by *The Education Act, 1995*.
- 10.2 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement and in accordance with *The Education Act, 1995*.
- 10.3 New teachers shall not be hired until those laid off have been given an opportunity of recall.
- 10.4 Teachers shall be given thirty days' notice of recall in written form.

- 10.5 The Board shall notify teachers who are to be laid off thirty calendar days prior to the effective date of layoff.
- 10.6 In the event of dissolution of the Corporation, after the dispersal of assets and payment of outstanding debts, all teachers will receive a severance package consisting of one month's salary or an equal portion thereof.

11 11. Class Size

The Board and teachers recognize that class size is an important variable affecting a teacher's ability to meet the individual needs of students in the classroom.

- 11.1 Our preference of twelve students shall constitute the desired maximum number of students assigned to a teacher of the Grade Eight/Nine and Grade Nine Classrooms depending on the circumstances/program needs.
- 11.2 Our preference of ten students shall constitute the desired maximum number of students assigned to a teacher of the Grade Seven/Eight Classroom depending on circumstances/program needs.
- 11.3 Our preference of twelve students shall constitute the desired maximum number of students assigned to a teacher of the Grade 10 Cyber School Classroom depending on circumstances/program needs.

12 12. Authorized expenses

- 12.1 All teachers authorized to use their vehicles in their duties or for conference leave shall receive the mileage rate as per the Public Service Commission Public Service/Government Employees, (PSC-PS/GE) Collective Agreement.
- 12.2 The meal rates shall be as negotiated in the PSC-PS/GE Collective Agreement.
- 12.3 The accommodation rates shall be actual and reasonable charges supported by a receipt.

13 13. Standardized Testing

The Board and the teachers recognize the use and importance of standardized tests in helping to assess the students of Cornwall Alternative School.

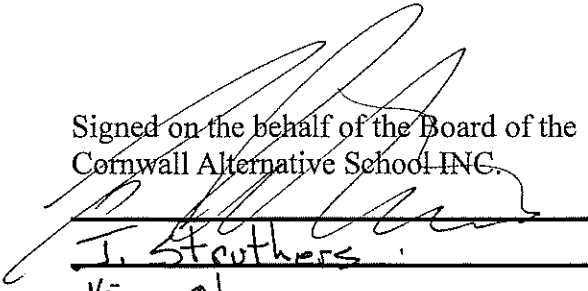
- 13.1 The results of standardized tests from Cornwall Alternative School shall not be published in the public domain in such a way as to be able to single out the school, teachers or students.
- 13.2 A student's performance on a standardized test shall not form any part of the evaluation of a teacher's performance.
- 13.3 Standardized test scores shall not be used to exclude students from advancement to the next grade.

14 14. Grievance Procedure

- 14.1 Any grievance arising out of this Agreement shall be submitted in writing to the Grievance Committee provided efforts to resolve the matter through administrative channels have failed.
- 14.2 A Grievance Committee shall be established at the beginning of each school year consisting of 4 members, being 2 elected by the staff and 2 appointed by the Board.
- 14.3 Upon notification of a grievance, the Grievance Committee shall meet within fifteen days to consider the grievance. If the Grievance Committee can not meet within fifteen days, reasons in writing must be submitted to the parties to this Agreement.

- 14.4 The Grievance Committee may make such recommendations to the parties to the grievance as it deems advisable. A decision of the Grievance Committee shall be considered carried if passed by a majority of the Committee, present and voting.
- 14.5 If the grievance is not resolved to the satisfaction of both parties to the grievance, either party may refer the matter to the Dean of Law to name a chair of the arbitration board.
- 15 15. Vice Principal
- 15.1 The Vice Principal position will be granted to a teacher who has at least two years of service with the Board.
- 15.2 The Principal will choose who will be the Vice Principal and inform the teacher in writing on June 30.
- 15.3 The teacher will accept or decline the position in writing within 5 days of receiving the offer
- 15.4 If there is no funding for the Vice Principal position it will not be granted.

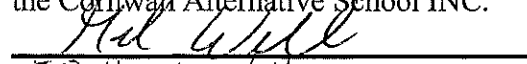
Signed on the behalf of the Board of the
Cornwall Alternative School INC.



J. Steuthers

Vice-Chair

Signed on the behalf of the Teachers of
the Cornwall Alternative School INC.



Gilbert Will

LINC Chair

Dated This 27 Day Of January, 2023