

CREIGHTON SCHOOL DIVISION NO. 111

September 1, 2020 - August 31, 2022

Local Collective Agreement

**THIS AGREEMENT MADE AT CREIGHTON IN THE PROVINCE OF SASKATCHEWAN
THIS 13th DAY OF November 2020 BETWEEN THE BOARD OF EDUCATION OF THE
CREIGHTON SCHOOL DIVISION NO. 111 OF SASKATCHEWAN**

AND

THE BARGAINING COMMITTEE APPOINTED BY THE TEACHERS OF THE CREIGHTON SCHOOL DIVISION NO. 111 OF SASKATCHEWAN, HEREINAFTER CALLED "THE TEACHERS"

THIS AGREEMENT IS NEGOTIATED IN ACCORDANCE WITH *The Education Act, 1995*, AND SHALL BE EFFECTIVE FROM September 1, 2020 TO AUGUST 31, 2022

UNLESS THE CONTEXT OTHERWISE REQUIRES, ALL TERMS AND EXPRESSIONS USED IN THIS AGREEMENT SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE EDUCATION ACT.

THE TERMS AND CONDITIONS HEREIN REDUCED TO WRITING REPRESENT THE WHOLE AGREEMENT NEGOTIATED BY THE PARTIES AND ARE NOT SUBJECT TO ANY ADDITIONAL TERMS AND CONDITIONS OTHER THAN THOSE, IF ANY, PRESCRIBED BY LAW.

SECTION 1 POLICY

In becoming parties to this Agreement, the Teachers and the Board of Education agree to promote to the fullest extent, efficient and harmonious operation of the school, and to co-operate fully, individually and collectively, to maintain and advance the present high standard of education and training in the school.

SECTION 2 SPECIAL ALLOWANCES

- 2.1 (a) The Physical Education Facilitator shall receive an additional 10% preparation time and will be paid an additional \$2000.00 per year for responsibilities as supervisor of the sports program and equipment. The additional 10% preparation time will commence with the 2014-2015 school year.
- (b) The Practical and Applied Arts Facilitator shall receive an additional 10% preparation time and will be paid an additional \$2000.00 per year for responsibilities as supervisor of the PAA program. The additional 10% preparation time will commence with the 2014-2015 school year.

SECTION 2

SPECIAL ALLOWANCES (continued)

- (c) An Educational Psychologist or Psychometric whose Employment falls within the scope of this Local Teacher's Agreement shall be paid an additional allowance of 5% of his/her salary per year for responsibilities outside the scope of the normal teaching duties. This allowance shall be pro-rated based on the percentage of full-time equivalent employment.
- 2.2 Teachers shall be paid an allowance for successful completion of classes at university level of 1/5 of class differential at the experience level for each full class. Maximum allowance for each full class is \$200. The allowance shall be paid only for classes credited toward a higher salary classification as recognized by the Saskatchewan Ministry of Education. Adjustment for credits will be made three times per year: September 30th, January 31st, and May 31st.
- 2.3 Teachers shall be paid an additional \$4,900.00 per year effective September 1, 2018 to be used at their discretion to compensate for professional isolation from workshops, seminars, etc. provided that such allowances shall not be paid with respect to any period for which a provincial salary agreement requires payment of a Creighton supplement. This amount will increase to \$5100.00 per year effective September 1, 2019. A part-time teacher shall be paid a pro rata amount.
- During the month of December of the contract year, the local S.T.F. Association will present to the Secretary-Treasurer of the School Division a list of educational or school related programs where funds under Section 2.3 of the contract have been utilized for these programs by the teachers in the school division. This list will not be a list by individual teachers but a total itemized list from all the teachers collectively. The names of the teachers will be excluded from the list.
- 2.4 Teachers shall be paid an additional amount of \$100. per academic year to represent Employment Insurance Premium to be returned to the employee.
- 2.5 Teachers shall be reimbursed up to a maximum of \$100.00 per academic year for membership into Special Subject Councils.

SECTION 3

LEAVE OF ABSENCE

Any teacher having been employed for (5) consecutive years by the division may, at the discretion of the Board of Education, be granted one-year leave of absence with no pay and without a break in tenure. Applications for leaves of absence must be made by March 31, for consideration of leave in the next school year. The Principal will receive all applications and submit them to the Board of Education for consideration.

SECTION 4

EDUCATIONAL ADVANCEMENT LEAVE

A teacher who has completed five (5) years of continuous service with the Creighton School Division may be granted educational leave which will fall into one of two categories. Teachers may apply for educational leave of long-term nature - one year's study herein referred to as sabbatical, or for short term leave not to exceed six weeks in duration. Leave under the above categories is subject to the following conditions:

- 4.1 For long term or Sabbatical leave, at least seven months of the year shall be spent in activities leading to Professional growth. In the case of short-term leave, time off granted shall not exceed six weeks and shall be spent in activities leading to professional growth.
- 4.2 In the case of Sabbatical leave, the successful candidate shall receive 2/3 of salary according to the basic provincial salary schedule in effect during the Sabbatical year. In the case of short-term leave, the candidate shall receive 2/3 of salary according to the basic provincial salary schedule in effect at the time of the leave.
- 4.3 Any teacher who has been granted sabbatical leave shall return to the school staff and remain for two years following the leave; any teacher granted short term leave shall agree to return to the school staff and remain for one year following the leave.
Any teacher who does not return to the school staff following educational leave or who does return, but does not remain for the appropriate minimum time specified in the last paragraph, shall immediately refund to the Board the amount of salary received in proportion to the amount of time the return service provided by the teacher fell short of the minimum return service required in the last paragraph. For example, in the case of a one-year sabbatical leave, a teacher who returned and taught for only one year shall refund to the Board one-half of the salary received by the teacher while on leave.

SECTION 4

EDUCATIONAL ADVANCEMENT LEAVE (continued)

- 4.4 The teacher shall have the privilege of returning to the position held prior to the grant of educational leave.
- 4.5 Educational leave shall be granted to one teacher in any academic year, providing there are one or more qualifying applicants.
- 4.6 Applications for educational leave shall be in the hand of the Board not later than January 31, of the year in which the leave is to be granted.
- 4.7 Applicants shall be notified of the decision of the committee not later than March 31, of the year in which the leave is to be granted.
- 4.8 In the case of sabbatical leave, such leave shall not constitute a break in tenure, and shall not count as a year of experience for the purpose of increments in the salary schedule.
- 4.9 A committee of two Board members and two teacher representatives, one of which must be the Principal shall consider the applications and recommend an applicant to the Board of Education. It is understood that the most important factor in the choice of a candidate for educational leave shall be the benefits of such a leave in terms of fulfilling a need or needs within the educational program of the Creighton School Division. In the grant of a short term leave, the availability of a qualified teacher replacement for the successful candidate while on leave is also recognized as an important factor.

SECTION 5

TRAVEL AND CONFERENCE AWARDS

- 5.1 When awards to teachers for the purpose of conducting research and acquiring information through attendance at conferences, institutes, seminars, workshops, in-service training, and other related purposes, approved by the Board are granted, the teacher shall suffer no loss of pay during the absence from the teacher's duties in the school system.
- 5.2 Requests for awards shall be considered by the teachers' Professional Development Committee in conjunction with administration. Recommendations shall be given to the Board for final approval.
- 5.3 The teacher may be reimbursed for the teacher's actual expenses as stipulated by official receipts, and whenever possible, prior authorization with respect to such expenses shall be arranged.

(Sections 5.1 and 5.3 do not apply to the Teacher's Convention).

SECTION 6

COMPASSIONATE LEAVE

- 6.1 In the event of serious illness, injury or surgery within the immediate family of a teacher, the teacher shall be entitled to a leave of absence with pay for a period not exceeding five (5) teaching days. It is understood that this leave shall be applicable to a maximum of five (5) days only, in any academic year for a grant of Compassionate leave for an immediate family member.
- 6.2 In the case of the death of an immediate family member except between July first and August 20th, the teacher shall be entitled to leave of absence with pay for a period not exceeding five (5) teaching days.
- 6.3 Leave of absence beyond five (5) teaching days may be granted by the School Board.
- Any leave of absence granted in 6.3 shall be granted to a maximum reduction of substitute rates.
- 6.4 Immediate family is defined to be parent, legal guardian, son or daughter, brother, sister, spouse, parent of spouse, grandparent, grandparent of spouse, great-grandparent, great-grandparent of spouse, grandchild, daughter-in-law or son-in-law, brother-in-law or sister-in-law.
- 6.5 Leave of absence for cases not within the immediate family may be granted by the Board of Education.

SECTION 7

LEAVE TO APPEAR AS A WITNESS OR JUROR

A teacher shall be allowed leave of absence without loss of salary when asked to appear as a witness or a juror in court. Any remuneration awarded by the courts above that designated by the courts as an expense stipend will be refunded to the employing school division. This section is also applicable to coroner's jury duty.

SECTION 8

BURSARIES

- 8.1 Tuition fees and the cost of required textbooks for attendance at Summer School or Correspondence classes or other University classes will be paid for by the Creighton School Division.
- 8.2 Maximum to any one teacher in any academic year in which a bursary is granted shall not exceed the cost of tuition fee and cost of required textbooks up to a maximum of \$1800.

SECTION 8

BURSARIES (continued)

- 8.3 Applications to be made by May 15 for Summer School classes or prior to beginning of class at any other time of the year.
- 8.4 Qualifying applicants will receive the tuition fee and cost of required textbooks within 45 days of application.
- 8.5 Teachers that intend to take course while on leave from the division, may make a request for a bursary to the Board and if the Board approved, payment of the bursary will be made upon their return from leave back to the division.
- 8.6 If the recipient of a bursary does not remain teaching in Creighton Community School for the following full school year, the teacher shall refund the tuition bursary to the Board within 30 days of his/her resignation.
- 8.7 Maximum number of teachers to receive bursaries in any one academic year shall be limited to the first 20 applicants.
- 8.8 A teacher receiving a bursary, who fails to complete the course, must demonstrate, to the satisfaction of the School Board, adequate reasons for not completing the course or the teacher will repay to the School Division the total sum of bursary money initially granted.

SECTION 9

MATERNITY LEAVE

Maternity leave shall be granted in accordance with the provisions of *The Labour Standards Act*.

SECTION 10

PATERNITY LEAVE

- 10.1 A teacher shall be granted three (3) days leave with pay per school year to accompany their partner at the time of birth or to welcome their newly adopted child.
- 10.2 Parenting Leave and Adoption Leave beyond that granted in 10.1 shall be granted in accordance with the provisions of *The Labour Standards Act*.

SECTION 11

SUBSTITUTE TEACHERS

- 11.1 A certified Teacher holding a permanent teaching certificate shall be paid at the rate of \$200 per day for the 2018-2019 school year and the duration of the contract.
- 11.2 Teachers holding only a temporary teaching certificate (non-certified) shall be paid at the rate of \$180 per day for the 2018-2019 school year and the duration of the contract.
- 11.3 When a substitute teacher holding a permanent teaching certificate, is employed for seven (7) or more consecutive days in the same teaching assignment, said substitute shall be paid at a rate of \$450 per day. This rate of pay will not be retroactive to the beginning of said substitute assignment. This will commence in the 2020-2021 school year.

SECTION 12

PAY PERIOD

- 12.1 Salary shall be paid on a 12-month basis with a 10-month option available upon written notice on or prior to the third school day after the start of the current year.
When the 26th day of the month falls on a Saturday or Sunday, the teachers shall be paid by the preceding Friday except for December, when payment will be made by the last teaching day of the month.

SECTION 13

SPECIAL LEAVE

- 13.1 Upon written request a teacher may be granted up to three days leave with pay in any one academic year for one or more of the reasons indicated below:
- a) For absences from his or her work for events considered as acts of God (disaster, fire, flood, snowstorm, etc.).
 - b) To attend important meetings of voluntary community organizations in which the teacher holds a key office.
 - c) To attend convocation or graduation from a recognized educational institution involving immediate family as defined section in 6.4.
 - d) To participate in important sport or cultural activities where the teacher's presence is justifiable because school programming is directly involved.
 - e) To attend wedding of immediate family as defined in section 6.4.
 - f) To attend as a medical escort for immediate as defined in section 6.4.
 - g) To attend to pressing personal matters. Pressing personal matters are defined as unforeseen things that require the employee's personal immediate attention.
 - h) The Board at its discretion may under Section 13.1 grant leave with pay in excess of three (3) days for reasons other than those stated therein.

SECTION 13

SPECIAL LEAVE (Continued)

- 13.2 The Board recognizes the right of the teacher(s) making a request under 13.1 to request reconsideration of the Board's decision. The teacher requesting reconsideration will signify their request in writing and then make a written or oral presentation at the next Board meeting following the original decision. It is understood that this reconsideration applies only to 13.1 and that the Board's decision after the subsequent re-examination is final.
- 13.3 (Removed)
- 13.4 Upon request from the teacher, the Board shall grant one day of paid leave (prorated for part-time teachers) per school year.

SECTION 14

RECOGNITION OF LONG SERVICE

Teachers shall qualify for one of the following depending on eligibility as per years of service.

SECTION 14

RECOGNITION OF LONG SERVICE (continued)

- a) The Board pursuant to the provisions of the Education Act shall pay a retirement gratuity to teachers who have long service with the Board and who are superannuating due to age and service or disability. In the application of this section it is agreed that teachers who superannuate with 15 or more years of service with the Board will be considered and that the amount of the gratuity will be \$1,500.00. Teachers who superannuate with 25 or more years of service with the Board will be entitled to a gratuity of \$100 per year of service to a maximum of \$3000.
- b) If a teacher leaves the teaching profession but is not eligible to superannuate and has ten years of service with the Creighton School Division a gratuity in recognition of years of service, while active in the teaching profession in Creighton shall be granted on the basis of one-half day's salary for each year of service to a maximum of ten years. Maximum allowable gratuity in recognition of long service shall not exceed \$950. Salary calculation to be based on salary at the time of leaving.

SECTION 15 SALARY DEFERRED PLAN

- 15.1 A Salary Deferred Plan for teachers shall exist whereby teachers can set aside a certain percentage of their salary so they can take a year's leave of absence with pay. Initial set up work shall be the responsibility of teacher and S.T.F.
- 15.2 Teachers shall teach five (5) years in order to be eligible for one year's leave of absence under Section 15.1.

SECTION 16 PREPARATION TIME

For the purpose of this Section, preparation time is defined as regular, unassigned time within the school day (as defined by The Education Act, 1995) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students.
The definition of preparation time excludes time allotted for professional development, meetings and activities, and special events involving school visitors.

- 16.2 The assignment of in-school preparation time to a target of 10%, pro-rated in accordance with FTE, shall be scheduled by In-school Administrators in consultation with staff. In the event the 10% target is not met, In-school Administrators shall submit a written report by Oct. 15th to the Director or designate and the LINC chairperson.

SECTION 17 COLLABORATION TIME

- 17.1 For the purpose of this Section, collaboration time is defined as is working together to achieve a goal. It is a recursive process where two or more people work together to realize shared school goals.
- 17.2 Teachers shall be given up to two (2) collaboration days as well as an extra one half (1/2) day for each student that they teach on an E.I.I.P. with the expressed purpose to meet with parents/guardians, or other professionals that work with the students, such as teachers, administrators, councilors, speech and language pathologist, or any other members of the team listed on the students E.I. I. P. or for the teacher to meet with the resource teacher, team, or both for the creation of the E.I.I.P.
- 17.3 The Principal shall determine if adequate substitute teacher coverage is in place before collaboration time will be granted.

SECTION 18 ADMINISTRATION LEAVE

- 18.1 In recognition of time spent preparing for the commencement and conclusion of the school year, the Board shall provide school administrators time off with pay during the school year as follows:
Two (2) days per school year.
- 18.2 Leave under the provisions of this Section shall be subject to the following conditions:
(a) Notification for leave shall be submitted to the Director of Education or designate in advance.
(b) Administration leave days are taken at the discretion of the In-school Administrator provided there is no adverse effect on their school.
(c) Leave under this provision shall not be cumulative.

SECTION 19 LOCAL ASSOCIATION LEAVE

- 19.1 Leave for CTA president or STF Councilor will be granted for up to five (5) days per academic year for CTA business. An additional five (5) days will be granted for the CTA president to attend to STF business. The cost of the substitute teacher will be paid by CTA.

SECTION 20 JOB POSTING

- 20.1 Each vacant or newly created teaching position shall be posted in the school. The posting shall include a brief description of the vacancy as well as the closing date for applications.
(a) The board office shall be responsible for posting the notices in a suitable location within the school.
(b) For posting purposes, a vacancy is considered to be the position open after the process of internal reassignments at the school level, reassignments due to teacher transfers or returns from leaves.
- 20.2 In special circumstances a waiver of posting may be requested from the LINC Chairperson or designate.

SECTION 21 WORKLOAD INTENSIFICATION AND COMMUNICATION

- 21.1 The school board and representatives from the Creighton Teachers Association shall meet no less that twice a year to discuss the topics of workload intensification and general communications of concerns or issues as they relate to policies.

SECTION 22

DUTY FREE LUNCH

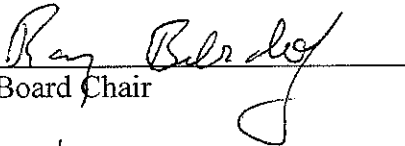
- 22.1 Teachers shall be entitled to a duty-free lunch
- 22.2 Any teachers wishing to supervise during the lunch period will be compensated as per policy.

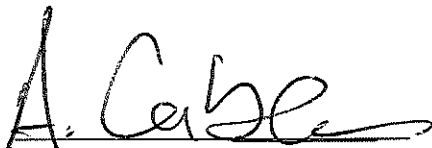
ACCEPTED AND APPROVED THIS 18th DAY OF November, 2020


SIGNED ON BEHALF OF THE
TEACHERS' AREA COMMITTEE

SIGNED ON BEHALF OF THE
CREIGHTON SCHOOL DIVISION NO. 111


Teacher Negotiator


Board Chair


Teacher Negotiator


Director of Education


Teacher Negotiator


Secretary-Treasurer