

Prairie  
Spirit Local  
Collective  
Agreement

2012



PRAIRIE SPIRIT  
SCHOOL DIVISION  
*Learners for Life*



PRAIRIE SPIRIT  
TEACHERS' ASSOCIATION

*Effective September 1, 2012 - August 31, 2017*

# **Local Collective Bargaining Agreement**

***This Agreement made at Warman in the Province of Saskatchewan  
this 9th day of February, 2014.***

**Effective September 1, 2012 - August 31, 2017**

## **BETWEEN**

The Board of Education of the Prairie Spirit School Division No. 206 of Saskatchewan

## **AND**

The Local Implementation and Negotiation Committee (LINC) appointed by  
the members of the Prairie Spirit Teachers' Association

**Developed by the Prairie Spirit (PS) LINC TEAM  
2012-2015 Members**

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## **Opening Statement**

The Prairie Spirit School Division Board of Education and Prairie Spirit Teachers' Association have developed a positive and collaborative partnership to support the interests of teachers and the interests of the Board of Education. Together we support our common mission of "learning without limits in a world of possibilities" and our vision of creating "learners for life."

This Local Collective Bargaining Agreement is based on interests that were developed by the PSSD-PSTA Local Negotiations Team. These interests formed the basis for developing shared understandings related to the many topics brought forth for dialogue. The interests were also used as the criteria for the determination of solutions, and consensus was reached on solutions presented in this agreement. The interests are:

- *Accuracy*
- *Clarity*
- *Consistency with provincial agreement*
- *Ease of accessibility*
- *Ease of administration*
- *Fairness*
- *Impact on families and communities*
- *Impact on schools and staff*
- *Impact on students and student learning*
- *Mutual trust*
- *Public perception*
- *Resources, costs, and impact*
- *Sustainability*
- *Teacher wellness*
- *Thoroughness*
- *Transparency*

This Local Collective Bargaining Agreement represents the shared values of Prairie Spirit teachers, Division administration and the Board of Education. Throughout the process, the PSSD-PSTA Local Negotiations Team spent time in dialogue learning together, demonstrating transparent and open relationships characterized by the sharing of information and exploration of ideas, and developing collaborative, cooperative and trusting relationships. We are hopeful and optimistic that this new Local Collective Bargaining Agreement continues to support a strong culture of collaboration within Prairie Spirit School Division.

## Table of Contents

### Contents

Definitions .....	5
Culture of Collaboration .....	6
Section 1: Agreement (Term) .....	7
Section 2: Board of Review & Interpretation of Contract .....	7
Section 3: Calendar Development .....	8
Section 4: Contracts of Employment .....	9
Section 5: Education Bursaries .....	9
Section 6: Pay Period .....	10
Section 7: Preparation Time .....	11
Section 8: Professional Development .....	12
Section 9: Reimbursement of Expenses .....	13
Section 10: Special Allowances .....	14
Section 11: Substitute Teachers .....	15
Section 12: LEAVES OF ABSENCE .....	16
12.1 Compassionate Leave .....	16
12.2: Deferred Salary Leave .....	16
12.3: Education Leave .....	17
12.4: Executive Leave .....	19
12.5: Extracurricular & Overnight Supervision .....	19
12.6: Family Leave .....	21
12.7: Negotiation Leave .....	21
12.8: Noon Supervision .....	21
12.9: Parenting Leave .....	22
12.10: Personal Leave .....	23
12.11: Pressing Necessities .....	24
12.12: Other Leaves .....	25

## Definitions

<i>Term</i>	<i>Meaning</i>
<b>Annual</b>	Shall mean the school year.
<b>Consultation</b>	Shall mean that the input of a person or group is sought.
<b>Collaboration</b>	Shall mean working together to achieve a goal, to share knowledge and learning and build consensus.
<b>Contracts</b>	All contract offers and acceptances must be in writing.
<b>Indefinite/continuing contract</b>	Have a starting date but no date for termination of employment. They remain in force from year to year. They may be full-time or part-time.
<b>Replacement contract</b>	Is for one full academic year in either a full-time or part-time teaching assignment to replace a teacher who is absent for the complete year on a Board-approved leave. The contract must specify the beginning and end dates of the contract. A teacher hired on a subsequent replacement contract to replace a different teacher is deemed to be employed under an indefinite contract from the date the teacher was hired for the subsequent contract.
<b>Temporary contract</b>	Are for periods of 20 or more consecutive days but less than one complete academic year. They are to be used to fill an unexpected vacancy or to replace a teacher absent for any reason during that period. The contract must specify the beginning and end dates.
<b>In-school Administrator</b>	To include principal, vice-principal, supervisor or coordinator.
<b>Part-time teacher</b>	On contract less than 100%
<b>PSSD</b>	Prairie Spirit School Division which includes the Board of Education and Division office staff.
<b>PSTA</b>	Prairie Spirit Teachers' Association
<b>Teacher</b>	Any member of the PSTA and STF.

## **Culture of Collaboration**

The Prairie Spirit Teachers Association (PSTA) and Prairie Spirit School Division (PSSD) are committed to collaborative working processes. PSSD values the input that the PSTA provides into items of mutual interest.

PSSD will consult with PSTA to provide opportunities for ongoing collaboration, suggestions, and/or feedback on items of mutual interest.

The PSTA President and the HR Superintendent are committed to collaborating and consulting regularly on items of mutual interest.

The PSSD-PSTA Local Negotiations Subcommittee will facilitate the following areas:

- Establish bursary criteria
- Establish approved extracurricular activities list
- Education leaves
- Directed educational leaves
- Ongoing collaboration and implementation of the agreement.

The PSSD-PSTA Local Negotiations Subcommittee will consist of the following or designate:

- PSTA President
- PSTA LINC Chair
- Superintendent of Human Resources
- Superintendent
- Others upon agreement

## **Section 1: Agreement (Term)**

- 1.1 This agreement shall have effect from September 1, 2012, to August 31, 2017 or until revised in accordance with *The Education Act, 1995*; provided, however, that:
  - 1.1.1 Upon ratification of the Local Collective Bargaining Agreement, Prairie Spirit School Division will distribute the additional \$30,000 to those PSTA members that applied for and were eligible for Educational Bursaries in the most recent academic year as per Section 5.
  - 1.1.2 All other items with monetary implications shall have effect beginning in the 2015-2016 school year, including without limitation, that additional two (2%) percent preparation time provided for in Section 7.
- 1.2 The parties to this Agreement may, by written mutual consent, revise any provision of the Agreement during the term of the Agreement.
- 1.3 In the event that any provisions of this agreement shall be determined to be invalid in law, those provisions shall be subject to such amendment as may be necessary to bring them into conformity with the law.
- 1.4 PSSD and the PSTA are committed to begin negotiations prior to the expiration of the Agreement.

## **Section 2: Board of Review & Interpretation of Contract**

- 2.1 Teachers who have questions/concerns regarding the interpretation of this contract shall consult with the PSTA President or LINC representatives before initiating a formal request for interpretation and/or implementation.
  - 2.1.1 The PSTA President and the HR Superintendent will collaborate to problem-solve issues related to Local Collective Bargaining Agreement implementation.
  - 2.1.2 If either the PSTA President or the HR Superintendent requests a formal interpretation in order to clarify implementation, the PSSD-PSTA Local Negotiations Team will be consulted prior to enacting formal provisions.
- 2.2 Grievances which cannot be settled in the above manner should be brought to the attention of the Board of Review in writing. The written notice shall include the particulars of the grievance including the steps already taken to resolve the issue.

- 2.3 A grievance includes any difference of opinion which may arise as to the meaning, interpretation or application of a word, expression, or provision contained in this agreement.
- 2.4 The Board of Review shall meet within thirty (30) days upon receipt of notification to address the grievance. The Board of Review shall have the responsibility of interpretation of the Agreement.
- 2.5 The Board of Review shall consist of five members: two appointed by the PSTA, two appointed by the Board, and an individual acceptable to both the Board and the PSTA. The mutually agreed upon individual is to act as chair.
- 2.6 The teacher has the opportunity to speak to the grievance. The Committee will have opportunity to ask questions for clarification. Following information gathering, the committee will deliberate in closed session. The resolution will be communicated to the teacher verbally as soon as possible, and, in writing, within seven days of the resolution.
- 2.7 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter to arbitration in accordance with the terms of Arbitration of Dispute in *The Education Act, 1995*, and any amendment thereto.

### **Section 3: Calendar Development**

- 3.1 PSTA will provide representation to develop calendar options for the school year.
- 3.2 The PSTA membership will participate in a vote to declare a calendar preference.



## **Section 4: Contracts of Employment**

- 4.1 Contracts of employment will be defined and offered as stated in *The Education Act, 1995* and The Provincial Collective Bargaining Agreement.
- 4.2 Positions externally advertised will be communicated, for information purposes, to all staff.
- 4.3 The process for spring staffing of PSSD will be outlined to professional staff on an annual basis.
- 4.4 Part-time teachers, in consultation with the in-school administrator, will commit to a pro-rated plan regarding participation in non-instructional days based on the percentage (%) of their contract and/or the percentage (%) of the year that they are employed. These include but are not limited to staff meetings, professional development days, planning days, and conventions.
  - 4.4.1 All part-time teachers are expected to attend the Opening School Celebration. This is considered part of their entire pro-rated attendance at non-instructional days.
- 4.5 As per The Teacher Provincial Collective Bargaining Agreement, when part-time teacher attendance is requested by the superintendent, he/she shall be paid the appropriate salary amount for the day or portion thereof.

## **Section 5: Education Bursaries**

- 5.1 PSSD shall establish a minimum \$45,000 Bursary Fund per academic year.
  - 5.1.1 Unused funds from one academic year shall be carried over to the next academic year.
- 5.2 Education Bursaries provide financial assistance toward the costs of tuition, courses and learning programs.
- 5.3 The PSSD-PSTA Local Negotiations Subcommittee will have the following responsibilities:

- 5.3.1 Develop criteria
- 5.3.2 Establish timelines
- 5.3.3 Adjudicate all applications

5.4 The Bursary Amount for each application is to exceed neither \$500 nor 65% of the cost of the tuition, course or learning program, depending on the number of applicants.

## **Section 6: Pay Period**

- 6.1 Cheques shall be issued electronically on the last school day on or before the 25<sup>th</sup> of each month.
- 6.2 Adjustments as a result of the provincial or LINC Agreement would be made at the earliest opportunity.
- 6.3 In the event of overpayment or underpayment, a process of reclaiming funds will be determined through mutual agreement.
  - 6.3.1 The time for repayment is not to exceed 12 months and is to be resolved before the employee leaves employment of the school division.
  - 6.3.2 Underpayments will be dealt with as soon as possible and must occur by the next pay period.
- 6.4 For any leave with loss of pay implications, notification needs to be submitted by the fifteenth (15) of the month to payroll if the teacher wishes the pay to be reconciled during that month. See Section 12, regarding such leaves.
- 6.5 All teachers new to PSSD will select either a 10 or 12 month pay option by August 31 of each year.
- 6.6 Changes to the pay option must be made by August 31 of each year. It is the teacher's responsibility to contact payroll.
- 6.7 Effective September, 2015, PSTA fees will be deducted electronically from the September to June pay cheques in ten equal installments. The Superintendent of Finance and Administration is to receive written notification by August 31 of each year of the amount of the fees to be deducted.

- 6.8 In the event of a discrepancy that is discovered by either the teacher or payroll, it is expected that the information regarding the discrepancy will be shared with all those involved and/or impacted.

## **Section 7: Preparation Time**

PSSD and PSTA recognize the value of providing preparation time, which includes collaboration, for all professional staff. Preparation time provides time for all PSTA members to engage in a variety of professional experiences that support the teaching and learning process and ultimately provide the best possible service to our students. PSSD and PSTA share recognition of the value and responsibility of providing a collaborative culture. To this end, the teachers of PSTA recognize their professional responsibility to collaborate to enhance student learning. Preparation time is provided for attending to teachers' professional responsibilities including collaboration.

- 7.1 Preparation Time is time when the teacher is not involved in direct interaction with students and is allocated to allow the teachers to attend to self-directed professional responsibilities and self- and peer-initiated collaboration.
- 7.2 PSSD will provide all teachers with 10% preparation time based on total student instructional hours.
- 7.3 Preparation time will be provided by PSSD in the following ways:
- 7.3.1 A minimum of 5% will be provided on the timetable. In schools where the number of staff prohibits this option, preparation time will be organized in consultation with the superintendent.
  - 7.3.2 Any remaining amount of preparation time will be allocated by days, half days, and/or early dismissals regularly distributed throughout the school year.
  - 7.3.3 There will be at least one full day of preparation time at each of the start, middle and end of the school year.
  - 7.3.4 Part-time teachers will be provided preparation time that is pro-rated with their percentage of contract.

## **Section 8: Professional Development**

- 8.1 Professional Development is defined as professional learning and growth opportunities that enhance a teacher's qualifications, knowledge, skills and/or abilities.
- 8.2 To support professional development, PSSD will distribute money to school funds or Division office based groups. Administrators will work with staff to develop a locally based collaborative process to determine the use of professional development funds.
- 8.2.1 This process will include:
- communicating to teachers, on an annual basis, a clearly outlined decision-making process.
  - reporting the balance of professional development funds, twice a year.
  - making decisions based on the funds available according to the established priorities.
- 8.3 Professional Development funds are to be determined annually based on the budgetary process.
- 8.3.1 The process will provide an opportunity for input by the PSTA.
- 8.3.2 The amount will be calculated on a full time equivalent basis.
- 8.3.3 A memo stating the amount will be provided to staff as soon as the amount is determined and the budget is approved.
- 8.4 PSSD and the PSTA will work collaboratively in planning all professional development activities that occur at the Division level.
- 8.4.1 The PSTA will contribute funding to these joint events.
- 8.5 The committee that will plan all Division level professional development activities will consist of representatives from PSSD as well as representatives from the PSTA.
- 8.6 PSSD will provide the PSTA with one calendar day to conduct local association business. This would be considered a non-contact day with students.

## **Section 9: Reimbursement of Expenses**

- 9.1 PSTA members shall be eligible for mileage reimbursement for the following committees and/or purposes:
- a. System Based PLC meetings
  - b. System Based Professional Development
  - c. ALT meetings
  - d. SERT meetings
  - e. Division Committee meetings
  - f. Other meetings or purposes that are approved by the Director of Education or designate.
- 9.2 Mileage claims will be at the Board rate based on the PSSD distance chart.
- 9.2.1 Mileage claims shall be based on any additional mileage beyond the regular daily mileage that a staff member would travel to and from their location of work.
- 9.2.2 A teacher in a Division office-based role or assignment who must travel as a condition of employment shall have any mileage above the regular expected travel distance reimbursed at the Board rate. The supervisor shall establish a home office location in consultation with the teacher.
- 9.3 Administrator approved reimbursement for lodging and meals will be at the Board rate with proof of receipt.
- 9.4 When an administrator approves any other expenses, the teacher will be reimbursed with proof of receipt.
- 9.5 A teacher in a Division office-based role or assignment who must maintain a membership in another professional organization as a condition of employment will have the membership fee paid by PSSD.
- 9.6 Any teacher serving as an extra-curricular coach, leader, or supervisor representing the school division for a competition beyond the school division leading to a provincial competition, may apply for reimbursement of expenses as per Board rate.
- 9.7 Any teacher serving as an extra-curricular coach, leader, or supervisor of a non-athletic extra-curricular group that is representing the school division by special invitation or at a prestigious event may apply for the reimbursement of expenses as per Board rate.

## **Section 10: Special Allowances**

- 10.1 For the purpose of this section, a special allowance is an amount of money over and above the regular salary paid to a teacher in a Division office-based role or assignment.
- 10.2 A PSTA member who holds a position of Coordinator shall receive the Coordinator Allowance.
- 10.3 The Coordinator Allowance will be based on the principal allowance, as recognized in the Teacher Provincial Collective Bargaining Agreement. The number of teachers recognized to calculate the allowance will equal the total number of schools in PSSD.
  - 10.3.1 At no time will the Coordinator Allowance be less than a principal's allowance of the largest PSSD school.
- 10.4 A PSTA member who holds a position of Supervisor shall receive the Coordinator Allowance plus an additional twenty percent (20%) of the Coordinator Allowance.
- 10.5 In order to address the recruitment and retention of speech and language pathologists and registered psychologists (provisional) an allowance will be provided based on the following:
  - 10.5.1 The allowance will be based on the member's placement on the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.
  - 10.5.2 For the first year of employment an allowance of 6% will be provided.
  - 10.5.3 For the second year and beyond an allowance of 10% will be provided.
- 10.6 In order to address the recruitment and retention of registered psychologists, an allowance will be provided based on the following:
  - 10.6.1 The allowance will be based on the member's placement on the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.
  - 10.6.2 For the first year of employment an allowance of 11% will be provided.
  - 10.6.3 For the second year, and beyond an allowance of 15% will be provided.

## **Section 11: Substitute Teachers**

- 11.1 The daily salary rate payable to a substitute teacher shall be one (1) divided by the number of school days per year x 80% of the rate in effect at Step 1 of Class IV, in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.
- 11.2 On the sixth (6) day of continuous substitute service for the same teacher, a substitute teacher shall be paid the daily salary rate of one (1) divided by the number of school days per year x the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement. This daily rate of pay shall be retroactive to the first (1<sup>st</sup>) day of service.
- 11.2.1 Continuous substitute service will not be interrupted by non-instructional days within the school division calendar.
- 11.2.2 A substitute teacher may be requested by an in-school administrator to attend a non-instructional day.
- 11.3 A part time teacher asked to provide substitute service within their school or community in which they are assigned shall be paid the daily salary rate of one (1) divided by the number of school days per year x the rate in effect at the Class and Step the teacher's qualifications and experience would entitle him/her to be placed in accordance with the salary schedule for teachers in the Teacher Provincial Collective Bargaining Agreement.
- 11.4 Electronic deposits for substitute teachers who have taught during any month shall be made ten working days following receipt of the in-school administrator's monthly report. This report is filed by the in-school administrator to Division Office within two working days following the last teaching day of the month.
- 11.5 For substitute teacher pay purposes, the salary schedule which is in effect as of August of the current year, shall be used and shall not be retroactive.
- 11.5.1 Any changes in substitute teacher pay shall take effect at the beginning of the month following the implementation of a new Teacher Provincial Collective Agreement. Substitute pay will not be retroactive.
- 11.5.2 Substitute pay is pro-rated for the percentage (%) of time of the school day in which they are employed.

## **Section 12: LEAVES OF ABSENCE**

### **12.1 Compassionate Leave**

12.1.1 In each event of life threatening illness or death of a legal or common law spouse, child of the employee or the employee's spouse, parent, spouse of a parent, sibling, grandchild, grandparent, in-law, aunt, uncle, niece, nephew, foster parent, ward, or guardian, the teacher shall be granted up to five (5) working days with pay to attend to necessary arrangements.

12.1.1.1 PSSD may require an employee to provide, as soon as reasonably possible, a medical certificate verifying a life threatening illness.

12.1.1.2 The teacher may be granted compassionate leave with or without pay in the event of life threatening illness or death of someone other than those listed in 12.1.1 upon approval by their superintendent.

12.1.2 In each event of a teacher attending a funeral of someone other than those listed in Article 12.1.1, the teacher shall be granted leave with pay up to one (1) day.

12.1.3 One additional day with pay shall be granted when travel beyond eight hundred (800) kilometres round trip is required.

12.1.4 The superintendent responsible for the school may, upon written request, grant additional compassionate leave with or without pay.

### **12.2: Deferred Salary Leave**

12.2.1 PSSD supports self-funded and self-administered deferred salary leave plans for teachers.

12.2.2 The purpose is to provide a teacher with a one year leave of absence during a period of continuous employment by PSSD.

12.2.3 The terms of the Deferred Salary Leave Plan, inclusive of service and leave, are three (3) four (4), or five (5) years.



12.2.4 Eligibility: To qualify for a Deferred Salary Leave Plan, the teacher must have been in the employ of PSSD for a period of at least two years prior to entering the Plan.

12.2.5 Application: To enter the Plan in the fall of any given school year, the teacher shall make application to the Superintendent of Human Resources not later than April 30 of the prior school year. A letter of application shall include the teacher's intentions with respect to the school year in which the deferred leave will occur.

12.2.6 Criteria:

- a. Upon acceptance to the Plan by PSSD, the teacher shall make all financial arrangements regarding the deferred salary.
- b. Deferred Salary Leave Plan leave of absence shall be granted for the last year of the respective term of the Plan.
- c. The teacher shall be free to pursue any activity desired during the Deferred Salary Leave Plan leave of absence, except professional employment with another Board of Education.

12.2.7 Options of Cancellation:

- a. Changes to the Deferred Salary Leave Plan may be made effective as of any annual anniversary date of entrance into the Plan.
- b. If a teacher is required to temporarily discontinue teaching but remains in the employ of PSSD, the teacher may request in writing that the Deferred Salary Leave plan be suspended for the period of absence and the Division shall grant such request.
- c. In extenuating circumstances and with the consent of PSSD, the participant may withdraw from the plan upon giving not less than six (6) months' notice of intent to do so prior to the date established for the leave of absence.

### **12.3: Education Leave**

12.3.1 For the purpose of this section, Education Leave is defined as a leave in which a teacher participates in formal studies, or undertakes training or other activities from a recognized post-secondary institution leading to a degree, certificate, course credits or diploma.

12.3.2 Prairie Spirit shall provide fifty (50) months of education leave for teachers annually.

12.3.3 Teachers applying for education leave must have been in the employ of PSSD for a period of five (5) years.

12.3.4 The term of Education Leave shall be based on one of the following:

- a. September-December
- b. January-April
- c. May-June
- d. One full year
- e. Other options may be considered in consultation with the superintendent responsible for the supervision of the teacher.

12.3.5 Teachers on Education Leave shall receive ten percent (10%) of their basic salary.

12.3.6 To be granted Education Leave the teacher shall make application to the Superintendent of Human Resources not later than March 1 of the school year prior to the leave.

12.3.7 Should the number of applicants exceed five (5) on March 1, the PSSD-PSTA Negotiations Subcommittee shall determine approval.

12.3.8 The PSSD-PSTA Negotiations Subcommittee will inform all applicants of their decisions in writing.

#### Directed Educational Leave

12.3.9 PSSD undertakes a commitment to provide leave(s) of absence for teachers to pursue specifically identified education required to qualify them for vacant positions within high priority areas identified in the school division.

12.3.9.1 The PSSD-PSTA Negotiations Subcommittee shall recommend to the Director of Education, or designate, the following:

- Priority areas in the school division
- Criteria
- Application process

12.3.9.2 Teachers on Directed Education Leave shall receive 75% of their salary.

12.3.9.3 Teachers who withdraw from the program or leave the employ of PSSD will be required to reimburse the school division as per the established criteria at the time of their leave.

12.3.9.4 PSSD may waive the reimbursement of salary in extenuating circumstances.

## **12.4: Executive Leave**

- 12.4.1 PSSD shall grant the secondment of up to one full-time position. The secondment may be used by up to two (2) officials within the PSTA. The PSTA shall reimburse PSSD the full cost of all salary, allowances and benefits paid by PSSD.
- 12.4.2 PSSD shall grant leave with pay not to exceed fifteen (15) days per academic year, for the PSTA to attend to local association business.
- 12.4.2.1 These days will be disbursed at the discretion of the President in consultation with the Director of Education or designate.
- 12.4.2.2 Other than the president, vice president, or PSSD-PSTA Negotiations Subcommittee, a maximum of three (3) days may be used by any one individual.
- 12.4.2.3 The PSTA shall reimburse PSSD the substitute costs associated with the days taken.
- 12.4.3 The PSTA is granted leave with pay not to exceed one (1) day for each member of the Representative Assembly to conduct local association business. The PSTA shall reimburse PSSD the substitute costs associated with the day taken.
- 12.4.4 Additional days of leave may be granted to the PSTA through the Director of Education.

## **12.5: Extracurricular & Overnight Supervision**

- 12.5.1 Extra-curricular Supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program.
- 12.5.2 Teacher involvement in extra-curricular activities is voluntary, and requires the consent of the teacher.
- 12.5.3 Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.

12.5.4 Extra-curricular or overnight supervision recognition is earned in twenty five (25) hour increments. A teacher shall be compensated in one of the following two ways:

- A teacher shall receive one half (1/2) earned day off for each twenty five (25) hour increment, to a maximum of two (2) full days, or
- A teacher shall receive the minimum sub pay rate for each half day earned.

12.5.5 Teachers providing overnight supervision of students will be compensated at eight (8) hours per night.

12.5.6 Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.

12.5.7 When accessing Extra-curricular leave, teachers will demonstrate a shared awareness and responsibility for student and teacher learning and safety as per *The Education Act, 1995* and teacher professional codes. It is recognized that emergency situations may require the teacher to take an immediate leave, in which case the teacher will notify the in-school administrator at the earliest reasonable opportunity.

12.5.8 A teacher may declare a payout option by June 30 of each year.

12.5.8.1 Teachers who are leaving the employment of the Board need to declare their intention to utilize the payout option by May 15 of each year to ensure payout by June 30.

12.5.8.2 Payout would be no later than July 31 for those who declare payout by June 30.

12.5.9 All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.

12.5.10 A teacher at the end of a school year may carry up to fifteen (15) hours forward to the next school year.

## **12.6: Family Leave**

12.6.1 A teacher shall be granted one (1) day leave with pay per child per school year to attend to the illness of that child.

12.6.2 A teacher shall be granted one (1) day leave with pay per school year to attend to emergency care for a spouse/partner, dependent, or parent.

## **12.7: Negotiation Leave**

12.7.1 Costs will be shared equally by PSSD and the PSTA.

12.7.2 Members involved in the process of local negotiations shall receive release time to conduct negotiations if held during the school day.

12.7.3 A teacher certified as a representative of PSTA, shall suffer no loss in salary for the time necessarily absent from teaching duties for the purposes of:

- a. participating in local negotiations
- b. participating in mediation proceedings
- c. participating in conciliation proceedings
- d. participating in arbitration proceedings or
- e. attendance required by a conciliation officer or arbitration board, or attendance required by the Educational Relations Board.

## **12.8: Noon Supervision**

12.8.1 Section 12.8 shall apply only to teachers who participate in supervision during the scheduled noon break.

12.8.2 The PSSD and the PSTA recognizes the value of noon supervision being provided by teachers.

12.8.3 Noon Supervision shall be defined as supervision of students during the noon break.

12.8.4 Teacher involvement in noon supervision is voluntary.

12.8.5 The in-school administrator will meet with the superintendent to determine noon break supervision needs and implement noon break supervision. There will be variation of need from school to school.

12.8.6 Noon supervision compensation is earned annually in seven and a half (7.5) hour increments. A teacher shall be compensated in one of the following two ways:

- A teacher shall receive one half (1/2) earned day off for each seven and a half (7.5) hour increment of noon supervision, or
- A teacher shall receive the equivalent of one half (1/2) day minimum sub pay rate for seven and a half (7.5) hours of noon supervision.

12.8.7 Earned days off may be taken as soon as the application to provide supervision is accepted and the days are submitted to payroll.

12.8.8 When accessing Noon Supervision leave, teachers will demonstrate a shared awareness and responsibility for student and teacher learning and safety as per *The Education Act, 1995* and teacher professional codes. It is recognized that emergency situations may require the teacher to take an immediate leave, in which case the teacher will notify the in-school administrator at the earliest reasonable opportunity.

12.8.9 A teacher may declare a pay-out option by June 30 of each year.

12.8.9.1 Teachers who are leaving the employment of the Board need to declare their intention to utilize the payout option by May 15 of each year to ensure payout by June 30.

12.8.9.2 Payout would be no later than July 31 for those who declare payout by June 30.

12.8.10 All earned days off and personal days with pay may be carried to the next academic school year to a maximum of three (3) days. A maximum of five (5) consecutive earned days off or personal leave days with pay may be used at any one time.

## **12.9: Parenting Leave**

12.9.1 Maternity and Parenting Leave

12.9.1.1 Maternity leave shall be granted as per *The Labour Standards Act*.

12.9.1.2 Parenting leave shall be granted as per *The Labour Standards Act*.

12.9.1.3 Except as provided for under the provision of the Supplemental Employment Benefits (SEB) Plan established in accordance with the provisions contained in the Teacher Provincial Collective Bargaining Agreement, maternity and parenting leave shall be without pay.

12.9.1.4 An extension may be applied for through written application to PSSD.

## 12.9.2 Adoption Leave

- 12.9.2.1 Notice of adoption leave must be submitted to PSSD as soon as reasonably possible.
- 12.9.2.2 Adoption leave shall be granted as per *The Labour Standards Act*.
- 12.9.2.3 Adoption leave shall be without pay.
- 12.9.2.4 An extension may be applied for through written application to PSSD
  
- 12.9.2.5 Due to the circumstances of adoption, PSSD shall grant leave with pay for the following:
  - a. One (1) day to carry out the adoption procedures
  - b. One (1) day to attend to the childbirth
  - c. One (1) day to be present on the day the child comes home

## 12.9.3 Childbirth

- 12.9.3.1 Teachers shall be granted leave with pay for the following:
  - a. One (1) day to attend at the birth of the child
  - b. One (1) day to be present when the mother and child return from the hospital.

12.9.4 An extension may be applied for through written application to PSSD.

## **12.10: Personal Leave**

- 12.10.1 PSSD recognizes the complexity of the teaching profession and that our teachers go beyond their regular duties to enrich learning and support students.
- 12.10.2 The purpose of Personal leave is to provide teachers with access to paid and unpaid leave for absences not otherwise covered by the LINC agreement or the Provincial Collective agreement.
- 12.10.3 A teacher shall be granted Personal leave of up to two (2) days with pay per school year. A teacher shall be granted up to three (3) days Personal leave without pay per school year.
- 12.10.4 Part-time teachers shall have all Personal leave pro-rated based on the percentage (%) of their contract and/or the percentage (%) of the school year that they are employed.

- 12.10.5 The superintendent responsible for the school may, upon written request, grant additional Personal leave without pay.
- 12.10.6 When accessing Personal leave, teachers will demonstrate a shared awareness and responsibility for student and teacher learning and safety as per *The Education Act, 1995* and teacher professional codes. It is recognized that emergency situations may require the teacher to take an immediate leave, in which case the teacher will notify the in-school administrator at the earliest reasonable opportunity.
- 12.10.7 All earned days off and Personal days with pay may be carried to the next academic school year to a maximum of three (3) days. A maximum of five (5) consecutive earned days off or Personal leave days with pay may be used at any one time.
- 12.10.8 Personal leave days shall not be paid out.

### **12.11: Pressing Necessities**

- 12.11.1 Pressing Necessities leave with pay shall be granted to a teacher for the purposes of responding to an event outside the control of the teacher if this unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.
- 12.11.2 A teacher shall be granted up to a maximum of three (3) days annually with pay to attend to a pressing necessity.
- 12.11.3 Examples of a pressing necessity include, but are not limited to, the following:
- Road closure
  - Natural Disaster
  - Accident
  - Home emergency
  - Community Emergency Service
- 12.11.4 Reasons for the need of a pressing necessity day shall be given to the administrator/supervisor.



## **12.12: Other Leaves**

12.12.1 Post Secondary Convocation / Grade 12 Graduation. Leave will be provided for members to participate in their personal convocation/graduation or for spouse/partner, dependent, or parent. Leave shall be granted for:

- a. Up to one (1) day for attendance
- b. Up to one (1) day for travel

12.12.2 Jury Duty / Witness Duty. Leave shall be granted in accordance with *The Provincial Collective Bargaining Agreement*.

12.12.3 Sabbatical Leave. Sabbatical leave shall be defined as leave with pay for a period of not more than one school year to allow the teacher to pursue individual endeavours. The *Education Act, 1995*, states that PSSD and the PSTA shall bargain collectively with respect to Sabbatical leave.

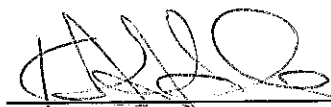
12.12.3.1 At this time there will be no provision for sabbatical leave.

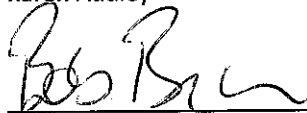
This Agreement made at Warman in the province of Saskatchewan this 9<sup>th</sup> day of February, 2015.

THE BOARD OF EDUCATION OF THE PRAIRIE SPIRIT SCHOOL DIVISION NO. 206

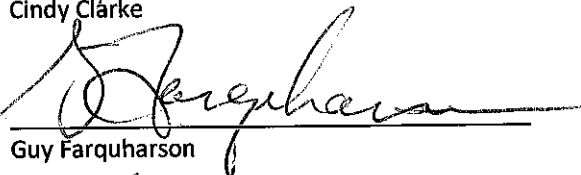
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THE LOCAL IMPLEMENTATION AND NEGOTIATION COMMITTEE OF THE PRAIRIE SPIRIT SCHOOL DIVISION TEACHERS' ASSOCIATION

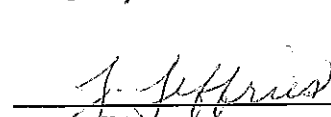
  
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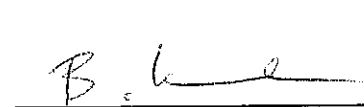
  
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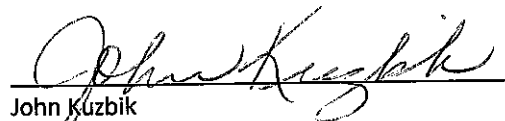
  
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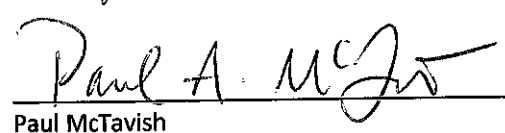
  
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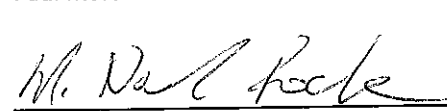
  
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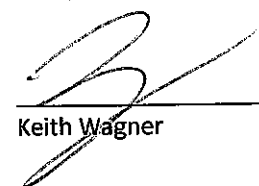
  
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Noel Roche

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Cathy Taylor

  
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Keith Wagner

\* PSSD-PSTA Local Negotiations Team would like to acknowledge Cathy Taylor's contributions to the work of our team. Her dedication to students and teachers in Prairie Spirit was always in the forefront of her work during the many negotiation sessions in which she participated over the years. We will miss you Cathy!