



Holy Trinity RC Separate School Division No. 22

LOCAL COLLECTIVE BARGAINING AGREEMENT

This agreement is made between

**The Board of Education of the Holy Trinity
Roman Catholic Separate School Division No. 22 of Saskatchewan
(hereinafter called the "Board")**

and

**The bargaining committee appointed by the teachers employed by the Board
(hereinafter called the "teachers' committee")**

and

is negotiated in accordance with *The Education Act, 1995*.

Unless the context otherwise requires, the terms and expressions used hereinafter shall have the meaning ascribed to them under *The Education Act, 1995* and *The Interpretation Act*.

The terms and conditions herein reduced to writing represent the whole agreement negotiated with the parties and are not subject to any additional terms and conditions than those, if any, prescribed by law.

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PREAMBLE

The terms of this Agreement shall benefit all teachers who are employed by the Board.

During the course of this Agreement the Board and the Teachers' LINC shall meet for an annual review. The Director and the Teachers' LINC chair shall set a date that is agreeable to both parties for this review to take place.

The review process will be used as an opportunity to reestablish the original interpretation and understanding of the agreement.

ARTICLE 1 – Professional Advancement and Learning

The Board of Education shall establish annually a Professional Advancement and Learning Fund that equates to 1.1% of the total professional salaries, including educational consultants, coordinators and psychologists, paid by the Board as per the previous Auditor's Report and Financial Statement for the period ending August 31. The fund shall be used for HTTA Directed – Bursary, HTTA Directed – Individual Professional Development and Division Directed professional advancement and learning. The unspent portion of the amount of the fund shall accumulate and be carried over.

For the purposes of this article, professional salaries shall include Professional salaries in accordance with the Provincial Bargaining Agreement and Salaries of substitute teachers. The percentage breakdown of the Professional Advancement and Learning Fund shall be:

- 28% HTTA Directed - Bursary
- 40% HTTA Directed – Individual Professional Development
- 32% Division Directed

1.1 HTTA Directed - Bursaries

- 1.1.1 A bursary shall be defined as a reimbursement towards the fee paid by a teacher for tuition costs to attend or complete a class deemed to be of professional benefit.
- 1.1.2 The applicant must apply in writing to the Bursary Committee Chairperson prior to the HTTA Bursary Policy application deadline. The application shall include a description of the program of studies and the tuition fee.
- 1.1.3 Bursaries may be granted for:
 - i) Credit and non-credit post-secondary courses; and
 - ii) Other classes deemed relevant by the Director or designate.
- 1.1.4 Bursaries are payable upon successful completion of the class. A transcript of the mark shall be submitted to the Chair of the Bursary Committee.

1.2 HTTA Directed - Individual Professional Development

1.2.1 Funds shall be expended for professional advancement and learning opportunities including:

- i) Conferences and conventions;
- ii) Seminars and workshops;
- iii) Faith retreats;
- iv) Professional learning communities;
- v) Resource people;
- vi) Mentorship;
- vii) Summer short courses;
- viii) Re-Accreditation seminars;
- ix) School based in-service; and
- x) Professional development activity in accordance with the HTTA Professional Development Policy.

A HTTA Professional Development Committee in consultation with Superintendent of HR and Operations will be established to carry out the responsibilities of Article 1.2.1.

1.3 Division Directed

1.3.1 Funds shall be expended for professional advancement and learning opportunities that include:

- i) Curriculum initiatives;
- ii) Ministry of Education initiatives;
- iii) Supports for learning;
- iv) Religious conferences;
- v) Faith formation; and
- vi) Leadership initiatives.

1.4 Educational Leave

1.4.1 Teachers may apply for educational leave to the Director or designate. If approved, up to 80% of a teacher's salary may be granted for the purposes of this leave.

1.4.2 Funding for this leave is provided by the Board separate from the 1.1% noted in Article 1.

1.4.3 Application for the leave shall be submitted to the Director or designate at least five months prior to the commencement of the leave.

1.4.4 If the Board is paying for Educational Leave, then the teacher owes the school division two years of service for each year of Educational Leave or refund the salary for the leave.

ARTICLE 2 – Substitute Pay

It is recognized that there are unique needs within each community therefore the following shall apply:

- 2.1 The salary payable to a substitute teacher for one to five days of employment shall be determined by dividing the number of school days (1/197), declared by the Minister of Education, into the minimum of Class IV of the Provincial Collective Bargaining Agreement, multiplied by the number of days for which the substitute teacher is employed.
 - 2.1.1 In Moose Jaw, after substituting for five (5) consecutive days for the same teacher, effective day six, the salary payable shall be at the rate as determined by the classification and experience of the substitute teacher in accordance with the Provincial Collective Bargaining Agreement, provided that in no circumstance shall the substitute teacher suffer a reduction in salary by reverting to the Provincial Collective Agreement Grid. A holiday or professional development day does not constitute a break in consecutive days.
 - 2.1.2 In Swift Current and Shaunavon, after substituting for five (5) consecutive days for the same teacher in the same position, substitute teachers upon the sixth and pursuant days in the position shall be paid salary according to their classification and experience retroactive to the first teaching day. A holiday or professional development day does not constitute a break in consecutive days.
- 2.2 If during the term of this contract, the salary paid by the Public Divisions in each respective community changes to something different than this agreement provides, the respective rate shall be adjusted to conform with the salary paid by the Public Divisions, effective the date of its signing its Local Collective Bargaining Agreement.
- 2.3 Retroactive pay resulting from Provincial Collective Bargaining Agreement negotiations will not be calculated on substitute pay.

ARTICLE 3 - Pay Period For Teachers

- 3.1 Teachers shall be paid over a ten (10) month period. Teachers on continuing contracts shall have the option of being paid in twelve (12) monthly payments by providing Payroll of the HTCSD with a completed Request for Payment Options form. The option shall remain in effect for the subsequent school year(s) unless written notification of change is provided. Teachers requesting changes must submit a completed Request for Payment Options form to the Payroll Administrator prior to September 5th.

- 3.2 Teachers who choose to be paid on a twelve (12) month basis will determine the amount of salary that they wish to have held in trust for the months of July and August. That money will be paid in two (2) equal installments in those months. Teachers requesting changes for the salary hold back shall notify the Payroll Administrator in writing at least 10 business days prior to the date the change is to take effect. A Request for Payment Options form shall be provided to those teachers who wish to change their pay period.
- 3.3 Salary shall be deposited in the teacher's account on the 21st of each month, September to June for the ten (10) payment option and September to August for the twelve (12) payment option. Where the 21st day is a Saturday or Sunday, salary shall be deposited on the preceding Friday or following Monday, respectively.
- 3.4 All teachers new to the Division, upon request, shall receive a lump sum of up to one thousand dollars (\$1,000.00) provided that this amount is not greater than one-half the monthly net pay. This amount shall be deducted from the first pay period.
- 3.5 Upon completion of their teaching responsibilities, teachers leaving the division or taking a long-term leave shall be paid all salary owing on the last teaching day.
- 3.6 A payroll deduction for Local Association fees will be made over a ten month period between September and June each year. All teachers must sign a consent form allowing this deduction upon receiving an employment contract with the school division.

The annual amount for Local Association fees must be provided to the Chief Financial Officer no later than August 31st for the subsequent school year. Annual Local Association fees will be pro-rated based on the FTE of the individual teacher.

Local Association fees once determined for the year will be applied consistently for each month worked regardless of the number of days worked in each month.

ARTICLE 4 - Leaves of Absence

For the purposes of this article, the following statement:

- i) "immediate family" is defined as spouse, father, mother, parent surrogate, brother, sister, child, parent-in-law, legal ward, daughter-in-law, son-in-law, grandchild, and grandparent.
- ii) "other than immediate family" is defined as sister-in-law, brother-in-law, cousin, niece, nephew, grandparents of spouse, aunt and uncle.
- iii) "leave with pay" indicates full salary and substitute teacher costs will be covered by the division.

- iv) “leave with pay less the cost of a substitute” indicates full salary minus the substitute teacher cost. This deduction applies to all requests regardless of whether a substitute is required or not.
- v) “leave without pay” indicates that the teacher will not receive salary for that day.

4.1 Witness or Jury Duty Leave

As per Provincial Collective Agreement Article 2.9.

4.2 Compassionate Leave

4.2.1 In the event of a death in a teacher’s immediate family, the teacher may request compassionate leave up to and including five (5) days with pay and the Director or designate shall grant the leave.

4.2.2 In the event of a death in a teacher’s other than immediate family, the teacher may request compassionate leave up to and including three (3) days with pay. The Director or designate shall grant one (1) day of the leave and may grant up to two (2) additional days.

4.2.3 In the event of a serious illness in a teacher’s immediate family, the teacher may request compassionate leave up to and including five (5) days with pay and the Director or designate shall grant the leave.

4.2.4 In the event of a serious illness in a teacher’s other than immediate family, the teacher may request compassionate leave up to and including three (3) days with pay and the Director or designate shall grant the leave.

4.2.5 In the event that a teacher is asked to act as a pallbearer, the teacher may request compassionate leave for up to one (1) day with pay and the Director or designate shall grant the leave. Such a leave shall not be in addition to the leave granted under clauses 4.2.1 and 4.2.2.

4.2.6 In the event that a teacher attends a funeral as a mourner, the teacher may request compassionate leave for up to one (1) day per school year with pay and the Director or designate shall grant the leave.

4.2.7 Application to the Director or designate for compassionate leave, for up to one (1) day per school year, for leave with pay, may be granted under special circumstances.

4.3 Maternity Leave

4.3.1 Teachers shall, upon written application at least four (4) weeks prior to the date on which the maternity leave is to begin, be granted maternity leave without pay.

- 4.3.2 In the event of a miscarriage prior to the commencement of the maternity leave, a teacher may request cancellation of the maternity leave.
- 4.3.3 A teacher is entitled to the maximum of maternity leave granted by *The Saskatchewan Employment Act*.
- 4.3.4 An extension of up to six (6) weeks of maternity leave shall be granted, provided that the request includes a medical certificate stating that there are medical reasons why the teacher is unable to return to employment.
- 4.3.5 A teacher must notify the Director or designate, in writing, at least four (4) weeks prior to the date on which the teacher wishes to return to work.
- 4.3.6 Any deviation from the foregoing shall be mutually acceptable to the Board and the teacher and shall be consistent with the provisions of *The Saskatchewan Employment Act*.
- 4.3.7 Every effort will be made by the Director or designate, to work with, and return the teacher to a mutually acceptable teaching position following the leave.

4.4 Parental Leave

- 4.4.1 Parental leave shall be granted to teachers according to *The Saskatchewan Employment Act*.
- 4.4.2 Furthermore, parental leave of up to two (2) days with pay shall be granted, upon written request, to the Director or designate, for a teacher to accompany his wife at either the time of the birth of their child(ren) and/or the home coming of his wife and child(ren).

4.5 Adoption Leave

Adoption leave shall be granted according to *The Saskatchewan Employment Act*.

4.6 Family Leave

- 4.6.1 A teacher who has been granted a maternity or adoption leave shall, upon written application, be granted a family leave, without pay, for the purpose of staying home with his/her child(ren) provided that:
- i) The teacher has been employed by the Board under a continuous teaching contract for at least two (2) years;
 - ii) The application for a family leave is received at least four (4) weeks prior to the date the family leave is scheduled to begin; and
 - iii) The family leave shall begin the day after the expiration of the maternity or adoption leave.

- 4.6.2 Family leaves do not qualify for benefits provided for under maternity, paternal and adoption leaves.
- 4.6.3 Teachers may take more than one (1) leave on different occasions at the time of the birth or adoption of their child(ren), provided that the total of the leaves does not exceed thirty (30) months.
- 4.6.4 A teacher on family leave shall be subject to the same changes in assignments as would occur if he/she were on staff, that is, the teacher shall return to the Division in a position assigned by administration in consultation with the teacher.
- 4.6.5 The date of the return of a teacher from a family leave shall be negotiated with the Director or designate in consultation with the school-based administration.
- 4.6.6 The family leave shall terminate if the teacher enters into other employment during the academic year, except that a teacher may engage in work from his/her home that would not contravene the intent of a family leave.

4.7 Negotiation Leave

- 4.7.1 A teacher serving on the Local Bargaining Committee, provided that there shall be no more than seven (7) teachers at any one time, shall suffer no loss of salary for the required absences from regular duties in order to meet to negotiate with the Board's negotiating committee.
- 4.7.2 A teacher who may be required to attend mediation, conciliation or arbitration proceedings pertinent to local negotiations in this Division, either as a member of the Local Bargaining Committee, to a maximum of seven (7), or in a capacity required by the mediator(s), conciliation board, or arbitration board, shall suffer no loss of salary in fulfilling the requirement.

4.8 Special Leaves

4.8.1 Graduation; Convocation; Wedding

A teacher may request a maximum of 3 days with pay per school year for the purposes of attending any of the following:

- i) An immediate family member's or one's own graduation or convocation (High School and Post Secondary);
- ii) One's own, or an immediate family member's wedding.

The Director or designate shall grant one (1) day of leave per event and may grant up to two (2) additional days without exceeding the three (3) day school year maximum.

Further days for this section, to a maximum of 4 additional, may be granted with pay less the cost of a substitute.

4.8.2 Emergencies Beyond the Control of the Individual

A teacher shall suffer no loss in pay if absent due to emergencies beyond their control. Notification must be made to the Director or designate, through in-school administration, describing the circumstances of the absence and the number of days that are required. The Director or designate may request a written explanation.

- i) To a maximum of 3 days with pay;
- ii) Further days for this section may be granted with pay less the cost of a substitute.

4.8.3 Pressing Personal Leave

A teacher shall be granted leave with full salary not to exceed a maximum of two (2) days total in any one academic year to:

- i) Attend to pressing personal matters concerning self or immediate family. "Pressing" can be defined but is not limited to unforeseen illness or injury, family legal matters, civil litigation or family counseling.

It is understood that this leave will not be used for personal recreation, family recreation, or community recreation.

- ii) Pressing personal leave may be private and confidential. In consideration of privacy, this leave must be accessed and approved in one of the following manners:
 - Teacher requests can be made to the school administrator; or
 - Teacher requests can be made directly to the Director or designate.

4.8.4 Community / Professional Leadership

- i) Written application, to the Director or designate, may be made for leave related to community organizations or professional leadership, sports teams or fine arts, where the teacher actively participates and/or serves in an instructional role.

- ii) Leave with pay may be granted when the activity demonstrates value, both to the individual and the school division, and meets at least one of the following criteria:
 - Enhances the school or faith community; or
 - Promotes any one of the following: learning, leadership, team building or family.
- iii) Leave without pay may be granted when there is not an obvious benefit to the school division.
- iv) Consideration for leave may be given to a teacher who actively competes or adjudicates on a provincial, national or international level.
- v) The maximum number of days available under this section will be 4 per school year.

4.8.5 **Extended Leave Without Pay**

- i) A teacher may be granted a leave of absence without pay for a period of up to one year. Application for the leave shall be submitted to the Director or designate at least five months prior to the commencement of the leave. The decision of the Director shall be binding. Upon expiry of leave, the teacher shall be returned to a position within the community he/she is leaving, unless mutually agreed upon to do otherwise. Notice of return to service shall be as agreed at the time of granting the leave.
- ii) Application and subsequent agreements shall be documented in written correspondence between the two parties.

4.8.6 **Local Holy Trinity Teachers' Association (HTTA) Business**

- i) Leave with pay up to 20 days per school year shall be granted to the Local HTTA Executive in order to attend to Local HTTA business.
- ii) Substitute costs shall be reimbursed to the school division by the Local HTTA
- iii) In exceptional circumstances, the President on behalf of the Local HTTA Executive may request additional days which may be granted by the Director or designate.

4.9 **General Leave**

A teacher may request in writing, to the Director or designate for a general leave. If the leave is granted:

- i) The first day will be with pay less the cost of a substitute;

- ii) Additional days may be granted without pay

4.10 Deferred Salary Leave Plan

- 4.10.1 A deferred salary leave based on the 4:5 year format in accordance with Board Policy shall be established.
- 4.10.2 To qualify for participation in the deferred salary leave plan, a teacher must have been in the employ of the school division for five years, two of which must have been consecutive and immediately prior to making the request.
- 4.10.3 Applications for the deferred salary leave plan shall be submitted to the Director or designate not later than June 15th of the school year preceding the year for which enrolment is requested.
- 4.10.4 The Director or designate shall notify the teacher of the Board's decision no later than June 30th of that year.
- 4.10.5 Upon return to service with the Board, every effort will be made by the Director or designate to work with and place the teacher in a mutually acceptable teaching position.
- 4.10.6 There shall be no requirements with respect to the activities the teacher undertakes during the leave of absence.

ARTICLE 5 - Preparation Time

- 5.1 Preparation time shall be considered as part of a teacher's instructional day and shall be used for the purpose of improvement to teaching and learning. All prep time will be pro-rated to the percentage of assigned teaching time.
- 5.2 Every teacher shall receive 15% preparation time administered as follows:
 - i) 15% at Vanier and Phoenix within assigned teaching time
 - ii) 15% at Elementary schools with a minimum of 12% assigned teaching time

ARTICLE 6 - Special Allowances

Special allowances are paid to teachers in positions of added responsibility. Job descriptions for these positions can be found on the Holy Trinity web page.

- 6.1 For the purposes of this article, a person who is appointed to a position of consultant is defined as a teacher employed to work primarily with professional staff throughout the Division.
 - 6.1.2 The allowance, pro-rated to the percentage of employment with the Division, for a consultant under contract with the Board shall be ten

percent (10%) of maximum of Class VI on the current Provincial Collective Agreement for teachers.

- 6.2** Teachers who are employed by the Division and appointed to the position of Educational Psychologist shall be paid an allowance equal to fifteen percent (15%) of maximum of Class VI on the current Provincial Collective Agreement for teachers, pro-rated to the percentage of employment with the Division. Psychologist professional fees will be paid by the division.
- 6.3** For the purposes of this article, a coordinator is defined as a teacher employed to work with and supervise professional and support staff, consult with regional and interagency offices and assume other duties as determined by the Director or designate. The allowance for a coordinator employed by the Board shall be:
- 6.3.1 Fifteen percent (15%) of maximum of Class VI on the current Provincial Collective Bargaining Agreement for teachers – for a full time coordinator; and if a coordinator is less than full time, the allowance shall be pro-rated to the percent of their time as coordinator.

ARTICLE 7 - Noon Hour Supervision

Teachers shall not be expected or required to do noon hour supervision. Where a vacancy exists a teacher may volunteer to do noon supervision. The compensation for one noon coverage will be two hours towards EDO time earned.

ARTICLE 8 - Supervision EDO

- 8.1** For teachers, in lieu of time spent participating in a scheduled rotation of supervision before and after school at elementary schools, the following options are available in a given school year:
- i) One day of substitute teacher pay; or
 - ii) One earned day off (EDO) with regular pay, providing that the teacher has not taken the maximum number of earned days off available during the school year, as prescribed in Administrative Procedures.
- 8.2** Both of the above options will be pro-rated in relation to the teacher's full time equivalent (FTE) with the Division.

ARTICLE 9 – Voluntary Extracurricular Activities

The Board of Education shall establish provisions within the Administrative Procedures Manual whereby teachers can earn days off to acknowledge voluntary extracurricular activities.

ARTICLE 10 – Grievance Procedure

- 10.1** 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 or designate and a Holy Trinity Teachers Association local bargaining representative.
- 10.2** If the difference of opinion is not resolved through administrative channels, the Teacher may request a written decision from the Director or designate, and shall refer the matter, in writing, to the local bargaining Chairperson within thirty (30) teaching days of receipt of the written decision.
- 10.3** The local bargaining Chairperson may request, in writing, within thirty (30) days, a meeting with a Grievance Committee consisting of two (2) teachers of the Holy Trinity Teachers' Association local bargaining unit and two (2) members of the Board. The Director or designate shall be the non-voting Chairperson of the Grievance Committee.
- 10.4** Upon notification of a grievance in writing the Grievance Committee shall meet within fifteen (15) teaching days to consider the grievance.
- 10.5** 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.
- 10.6** Time limits may be extended by mutual agreement of the members of the Grievance Committee for the purpose of due process.

ARTICLE 11 – Term of the Agreement

11.1 Duration

- 11.1.1 This agreement shall be effective from August 01, 2016 and shall remain in force until and including July 31, 2019 and from year to year thereafter unless written notice is given pursuant to clause 11.2.2.

11.2 Written notice

- 11.2.1 Either party, during the time this Agreement is in force, may give written notice of its desire, pending mutual agreement of both parties, to negotiate a revision to this Agreement.
- 11.2.2 Either party, following the expiration date of this Agreement, may give written notice of its desire to negotiate a revision to this Agreement.
- 11.2.3 As per *The Education Act, 1995* Section 238, the HTTA bargaining committee shall send a letter requesting the commencement of collective bargaining no later than 100 days prior to the expiration of the current LINC Agreement.

IN WITNESS WHEREOF the Parties have herein under affixed their seals attested by the hands of their properly authorized officers on their behalf.

09.05.16

Date

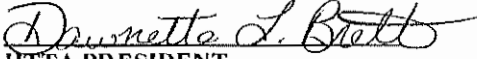
THE BOARD OF EDUCATION
OF THE HOLY TRINITY ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION NO. 22 OF
SASKATCHEWAN

THE TEACHERS' ASSOCIATION
OF THE HOLY TRINITY ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION NO. 22 OF
SASKATCHEWAN


BOARD CHAIRPERSON


HTTA LINC CHAIR


DIRECTOR OF EDUCATION / CEO


HTTA PRESIDENT

A LETTER OF UNDERSTANDING

Between

**THE BOARD OF EDUCATION OF THE HOLY TRINITY ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION NO. 22 OF SASKATCHEWAN
(Hereinafter called the "Board")**

AND

**THE BARGAINING COMMITTEE APPOINTED BY THE TEACHERS
EMPLOYED BY THE BOARD
(Hereinafter called the "Teachers' Committee")**

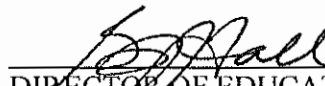
The parties to the Local Collective Bargaining Agreement and this Letter of Understanding agree that Article 3 – Pay Period for Teachers, of the 2016-2019 Local Collective Bargaining Agreement will be enacted on May 1, 2016 for the following reasons:

1. Provide teachers with the opportunity to make decisions regarding their request for payment options for the 2016-2017 school year.
2. Provide the Payroll Administrator with ample time to create and finalize the changes required for the implementation of the new request for payment option procedures prior to the 2016-2017 school year.

This Letter of Understanding signed this 9 day of May, 2016 at the City of Moose Jaw, Saskatchewan.

THE BOARD OF EDUCATION
OF THE HOLY TRINITY ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION NO. 22 OF
SASKATCHEWAN

THE TEACHERS' ASSOCIATION
OF THE HOLY TRINITY ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION NO. 22 OF
SASKATCHEWAN



DIRECTOR OF EDUCATION / CEO



HITA LINC CHAIR



CHIEF FINANCIAL OFFICER



HITA PRESIDENT