

Christ the Teacher

Roman Catholic Separate School Division #212

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS



September 1st, 2022 – August 31st, 2025

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Opening Statement

The Christ the Teacher School Division Board of Education and Christ the Teacher 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 "As a Christ-centred learning community, we engage and challenge all learners, model and form character, know Christ and make Him known".

This Local Collective Bargaining Agreement is based on interests that were developed by the Local Collective Bargaining Negotiating Team early in its work. 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:

Clarity

Ease of accessibility

Ease of administration

Fairness

Impact on students and student learning

Mutual trust

Resources, costs, and impact

Sustainability

Teacher wellness

Transparency

This Local Collective Bargaining Agreement represents the shared values of Christ the Teacher teachers, Division administration and the Board of Education. Throughout the process, the Local Collective Bargaining Negotiating 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 Christ the Teacher Catholic Schools.

The Local Collective Bargaining committee and the Division Administration will meet annually, prior to the end of April, to discuss areas of interest related to the Agreement and to continue to develop a strong culture of collaboration.

Christ the Teacher Roman Catholic Separate School Division #212

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

THIS AGREEMENT

made at Yorkton in the Province of Saskatchewan this 14 day of June, 2022.

BETWEEN

THE BOARD OF EDUCATION

of the Christ the Teacher Roman Catholic Separate School Division # 212,
hereinafter called "**THE BOARD**";

AND

THE TEACHERS

employed by the Christ the Teacher Roman Catholic Separate School Division # 212,
hereinafter called "**THE TEACHERS.**"

**Developed by the Christ the Teacher
2021-22 Local Collective Bargaining Negotiation Participants**

Kris Gendall– Chair

Christine Bohn– Teacher

Tricia Chisholm - Teacher

Robin Dubiel – Teacher

Victoria Marshall – Teacher

Barb MacKesey– Director of Education

Trevor Baker –Superintendent of Education

Chad Holinaty – Superintendent of Education

Delmar Zwirsky – Chief Financial Officer

THIS AGREEMENT shall be the Local Agreement between the parties hereto as provided by *The Education Act, 1995*.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as are given to them in *The Education Act, 1995* and *The Interpretation Act*.

Hereinafter “Director” shall mean the Director of Education acting on behalf of the Board of Education of the Christ the Teacher Roman Catholic Separate School Division # 212.

Unless otherwise stated, the terms and conditions agreed to in this Agreement shall be prorated for part-time teachers.

SECTION 1 - TERM OF THE AGREEMENT

- 1.1 This Agreement between the Board and the Teachers shall come into effect **September 1, 2022**, and shall remain in effect until **August 31, 2025**, or until revised according to provisions contained herein.

2. SECTION 2 – USE OF THIS AGREEMENT

- 2.1 CTA members are responsible for understanding the provisions of this Local Agreement.
- 2.2 CTA members are encouraged to contact the CTA LINC chair or any member of the CTA LINC to discuss or seek clarification regarding the interpretation of language in this Agreement.

3. SECTION 3 - REVISION OF THE AGREEMENT

- 3.1 This Agreement shall come into effect **September 1, 2022**, and shall remain in effect until **August 31, 2025**, and thereafter until revised in accordance with *The Education Act, 1995*.
- 3.2 Provided that the parties to the Agreement agree, by mutual consent, they may revise any provision in the agreement during the term of the Agreement.
- 3.3 Should any of the provisions of the Agreement be found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement shall not be abrogated, but will be subject to such amendments as may be necessary to bring it into conformity with the law.

4. SECTION 4 - SABBATICAL LEAVE

- 4.1 The Director may grant a Sabbatical Leave to a teacher not to exceed one (1) academic year and not to be less than one (1) university semester.
- 4.2 To be eligible for Sabbatical Leave, the teacher shall have completed at least six (6) years of service with the Division.
- 4.3 To qualify for Sabbatical Leave, the teacher shall pursue an educational program to satisfy a particular need in the Division or to acquire additional education for a special assignment as initiated by the Director.
- 4.4 Applications for leave under this section shall be submitted to the Director not later than January 1 of an academic year for a leave which will commence the following year. The Director will notify the teacher of their decision by February 1. Within two weeks of receiving notification from the Director granting leave, the teacher shall acknowledge, in writing, acceptance or rejection of the leave.
- 4.5 The teacher shall agree, in writing, to return to the employ of the Division for a period of at least two (2) years following the completion of the leave, and in the event of default, to refund to the Division that portion of the award received which is directly proportional to the unfulfilled time commitment.

- 4.6 The Director will, if possible, place the teacher in an assignment that best utilizes the improved qualifications of the teacher following completion of the sabbatical leave.
- 4.7 Should a teacher die or become disabled while on leave or during the period of commitment there shall be no liability on the family or estate or any other person for repayment of the award.
- 4.8 During the period in which a teacher is on Sabbatical Leave, the teacher shall be paid monthly, on a prorated basis, equal to 60% of the basic salary, excluding allowances.
- 4.9 The period of the leave shall not be credited for experience or incremental purposes.

5. **SECTION 5 - PROFESSIONAL ADVANCEMENT BURSARIES**

- 5.1 Teachers may apply for Professional Advancement Bursaries as per Administrative Procedure 428.

6. **SECTION 6 – PROFESSIONAL LEARNING LEAVE**

- 6.1 A teacher requesting leave to attend a conference, convention, workshop, seminar or to visit other schools/school divisions for an educational purpose shall apply to the Principal for approval.
- 6.2 Effective September 1, 2022, the maximum amount payable to a teacher for an approved Professional Learning Leave shall include leave with salary on normal working days, and shall include the registration fees, travel, accommodations, parking, and meals according to the schedule as follows:
 - 6.2.1 **Accommodation allowance:** Actual costs of accommodation, including taxes to a maximum of \$180 (2022-23) \$185 (2023-24) \$190 (2024-2025) per day.
 - 6.2.2 **Travel Allowance:** Provincial Government Rates effective September 1 of the current year, which are based on Public Service Commission rates set on April 1 annually. Refer to the Professional Learning Request form for the current rates.
 - 6.2.3 **Meal Allowance:** Provincial Government Rates effective September 1 of the current year, which are based on Public Service Commission rates set on April 1 annually. Refer to the Professional Learning Request form for the current rates.
 - 6.2.4 **Registration Fees (excluding membership fees):** actual costs will be reimbursed.
 - 6.2.5 **Parking Allowance:** actual costs will be reimbursed.
- 6.3 Claims for allowances shall be supported by receipts for registration, accommodation, and parking. The maximum a teacher may claim for accommodation in a private home, not supported by a receipt, is \$40.00 per day.

6.4 Teachers employed on a part-time teaching contract shall receive salary equivalent to their contracted service while on Professional Learning Leave.

6.4.1 If the Director requires a teacher on a part-time teaching contract to access professional learning leave, the Director shall provide the teacher with full-time salary for the days the teacher is on the professional learning leave.

6.5 The salaries of substitute teachers shall be paid from the Division's substitute teacher fund.

6.6 The teacher shall be reimbursed for conference expense claims within fifteen (15) days of receipt of the claim by the Division Office.

6.7 To fund the cost of Professional Learning Leaves the Director will budget annually a sum of \$550 per teacher for the 2022-23 academic year, \$560 per teacher for the 2023-24 academic year, and \$570 per teacher for the 2024-25 academic year, including Principals and Vice-Principals.

7. **SECTION 7 – SPECIAL LEAVES**

Leaves granted in this section may only be taken in half or full day increments. Schools with a 0.60 AM and 0.40 PM will grant leaves at those increments.

Teachers applying for leave under this section shall provide sufficient information to enable the Principal and Director to make an informed decision.

The leaves as negotiated between the Teachers and their employer in this Agreement are not intended to comprise an exhaustive list. Nor does this Agreement contemplate that every situation where a teacher desires leave would necessarily be paid by the employer. Rather, it is intended to address the vast majority of leave situations in a manner which is fair to both the teacher and the employer and honours the LCBA.

7.1 **LEAVE OF ABSENCE WITH SALARY**

One (1) day Leave of Absence with Salary may be granted to teachers for each of the following reasons:

7.1.1 To act as a delegate, or in another official capacity, at conventions or meetings of education organizations.

7.1.2 To attend important meetings of voluntary community and church organizations in which the teacher holds a key office.

7.1.3 To attend university or college convocations, high school graduations, weddings or major anniversaries involving: self, spouse, sons, daughters, or parents that occur on a school day or when travel over 500 kilometres (one way from the community in which the teacher is assigned) is required.

7.2 LEAVE OF ABSENCE LESS SALARY FOR SUBSTITUTE

Upon request of the teacher and on the recommendation of the Principal, the Director may grant personal leave of up to two (2) calendar days in one school year. For a Leave of Absence Less Salary for Substitute, the Division will deduct an amount equivalent to the salary of a substitute teacher.

7.3 LEAVE OF ABSENCE WITHOUT SALARY

7.3.1 The Director may grant to teachers a maximum of five (5) school days Leave of Absence without Salary per school year which is separate and apart from a long-term Leave of Absence without Salary.

7.3.2 The Director may grant a long-term Leave of Absence without Salary for a term not to exceed one (1) academic year. Applications for long-term leaves shall be submitted in writing to the Director by January 1 in the year in which leave is to commence and the Director shall notify the teacher of their decision by February 1.

7.3.3 Where long-term leaves are approved, a Leave of Absence Agreement shall be completed by the Director and the teacher, setting forth conditions of the leave as well as any return requirements and commitments. Upon returning from a long-term leave, the teacher will, if possible, be placed in the same position or area of specialty.

7.4 BEREAVEMENT LEAVE

Bereavement Leave with salary shall be granted to a teacher as follows:

7.4.1 Up to five (5) teaching days for the death of a spouse, fiancé, child, parent, brother, sister, or parent of the spouse.

7.4.2 Up to three (3) days for the death of a grandchild, brother-in-law, sister-in-law, niece, nephew, cousin, aunt, uncle or grandparent of the teacher or the teacher's spouse, or of another person who is a member of the teacher's household.

7.4.3 Bereavement Leave with salary up to one (1) full day per school year may be granted to attend a funeral(s) as a pallbearer or as a mourner.

7.5 COMPASSIONATE LEAVE

Compassionate Leave with salary shall be granted in the case of absence necessitated by life threatening illness or injury, or major surgery as follows:

7.5.1 Up to five (5) teaching days in one school year in the case of spouse, fiancé, child, or parent.

7.5.2 Up to three (3) teaching days in one school year in the case of parent of the spouse, brother, sister, or grandchild.

7.5.3 No more than five (5) days in total per teacher will be granted in one school year.

7.6 EMERGENT LEAVE

Upon the request of the teacher, and on the recommendation of the Principal, the Director may grant Emergent Leave with salary of up to three (3) school days in one school year to:

- 7.6.1 care for a sick dependent child, or
- 7.6.2 accompany a dependent child or a dependent parent for medical treatment or appointment. Dependent parents are defined as living in the teacher's home or a nursing home, or receiving continuous home care, or
- 7.6.3 accompany a spouse to a non-routine medical appointment or procedure when a serious illness, injury, treatment, or surgery (non-elective) when the teacher's presence is required to train for follow-up care or to provide transportation. Verification by a medical practitioner may be requested, or
- 7.6.4 To permit the teacher to attend to a family or household emergency. The number of such days in any one (1) academic year shall not exceed one (1) day, or
- 7.6.5 When roads are extremely hazardous and/or impassable for teachers living outside the community in which they teach. The number of such days in any one (1) academic year shall not exceed two (2) days.

7.7 EXTENDED FAMILY LEAVE:

- 7.7.1 In special circumstances involving serious chronic illness of child or spouse, an extension to 7.6.1 of Emergent Leave, up to five (5) additional days in one school year may be approved by the Director when a teacher is required to attend multiple medical appointments with their child or spouse in order to assist in the effective management of the illness.
- 7.7.2 Subsequent to 7.6.1, responsibility for Extended Family Leave will be shared between the Division and the teacher on an alternating basis. The first day (beyond 7.6.1) will be approved as Extended Family Leave with salary, the second as personal leave (less salary for substitute, day-in-lieu, or leave without salary) at the option of the teacher, the third day as Extended Family Leave with salary, and so on to a maximum of five (5) additional days of Extended Family Leave with salary.

7.8 NEGOTIATION LEAVE

A teacher certified as a bargaining representative of a teacher local negotiating committee shall suffer no loss in salary for time necessarily absent from their teaching duties for the purpose of:

7.8.1 Training and/or participating in negotiations with the Director.

7.8.2 Participating in mediation, conciliation, or arbitration proceedings.

7.9 NEW CHILD LEAVE

Upon application to the Director a teacher shall be granted New Child Leave of:

7.9.1 Up to two (2) consecutive school days with salary to attend the birth of their child / adoptive child if the birth occurs on a school day;

7.9.2 One (1) school day with salary to be present to bring the child home if on a school day.

7.10 MATERNITY LEAVE

Maternity Leave shall be granted in accordance with the provisions of the *Saskatchewan Employment Act* and the Provincial Collective Bargaining Agreement.

7.11 ADOPTION LEAVE

Adoption Leave shall be granted in accordance with the provisions of the *Saskatchewan Employment Act*.

7.12 PARENTAL LEAVE

Parental Leave shall be granted without salary in accordance with the provisions of the *Saskatchewan Employment Act*.

7.13 COMPASSIONATE CARE LEAVE

Compassionate Leave shall be granted without salary in accordance with the provisions of the *Government of Canada Employment Insurance Act*.

8. SECTION 8 - SUBSTITUTE TEACHERS SALARY

8.1 Effective September 1, 2022, substitute teachers shall be paid a daily salary (prorated for part-time substitute teachers) of \$274.97 per day. At any time that the salary rates in the Provincial Collective Bargaining Agreement increase, the substitute rate shall increase, on the same date, by the average percentage increase in the Provincial Collective Bargaining Agreement.

- 8.2 Effective the sixth day of any period of uninterrupted teaching service in one position, a substitute teacher shall be paid on the basis of qualifications and experience under the current Provincial Collective Bargaining Agreement.
- 8.3 The monthly cut off for substitute teacher pay periods is established by the Division. Substitute teachers will be paid by direct deposit on the 27th day of each month for salary earned up to the cut off date. When the 27th falls on a statutory holiday or on a weekend, payment shall be made on the last banking day prior to the 27th. Salary earned after the cut off date in each month will be paid in the subsequent month between September and May of each year. For the month of June, all salary earned will be paid by June 30th. If June 30th falls on a weekend, the payment will occur on the last banking day prior to June 30th.

9. SECTION 9 – PAY PERIODS

- 9.1 Teachers on continuing contracts will have the option to receive their full annual salary in either ten (10) pay periods, September to June or twelve (12) pay periods, September to August.
- 9.2 Notice of intention to change to or from either a ten (10) or twelve (12) pay period must be filed with the Chief Financial Officer or designate no later than August 31st of each year. No notification will mean the pay schedule will be the same as the previous year. Changes to payroll pay periods will not be permitted during the current school year.
- 9.3 Monthly salary payments shall be made to teachers, by direct bank deposit, on the 27th of the month. When the 27th falls on a statutory holiday or weekend payment shall be made on the last banking day prior to the 27th.

10. SECTION 10 - SPECIAL ALLOWANCES

- 10.1 To recognize teachers, appointed by the Director, who have additional leadership or professional responsibilities, the Christ the Teacher Catholic School Division shall pay these teachers special allowances beyond their placement on the provincial salary grid. The allowance shall be paid at the same intervals as the teacher's salary. The allowances, in addition to present salary, are as follows:
- 10.1.1 Coordinator - 15% of current class, step and FTE
 - 10.1.2 Consultant - 7.5% of current class, step and FTE
 - 10.1.3 Network Administrator - \$2,000.00
- 10.2 In the case of part-time teachers, the allowances in 10.1.1-10.1.3 shall be prorated according to the teacher's contract percentage.
- 10.3 A teacher in a division office-based role or assignment who must maintain an annual membership in another professional organization as a condition of employment will have the membership fee paid by the school division.
- 10.4 A teacher designated by the Director to teach in more than one school per day within one community shall be paid a taxable allowance of \$6.50 per day travelled.

- 10.5** A teacher designated by the Director to teach in more than one community shall be reimbursed at the Provincial Government Rates for out-of-town travel.
- 10.6** The Director shall establish an annual fund of \$250.00 for each elementary school and Dreambuilders High School, \$500.00 for St. Henry's Senior School, and \$2,000.00 for Sacred Heart High School to compensate teachers for out-of-pocket expenses incurred while conducting approved extra-curricular activities.

11. SECTION 11 – NOON SUPERVISION

- 11.1** Noon supervision may be provided by teachers, paraprofessionals, or volunteers. For the purpose of this Agreement, "noon supervision" shall mean only the approved supervision of unorganized student activities, such as lunchroom supervision, hallway supervision and yard supervision, during the lunch period.
- 11.2** Staff will be given the first opportunity to volunteer for noon supervision before community people are asked to provide these services.
- 11.3** Noon supervision for teachers shall operate in accordance with the following guidelines:
- 11.3.1** At the beginning of the school year, teachers will make their commitment regarding noon supervision known to the Principal.
 - 11.3.2** Commitment to do noon supervision is for the whole school year.
 - 11.3.3** The Principal or designate, in meeting the needs of the school, is responsible for organizing and scheduling noon supervision.
 - 11.3.4** Teachers are expected to undertake the assigned noon supervision duties in a professional manner.
- 11.4** The Division shall provide the following recognition to teachers who perform noon supervision.
- 11.4.1** A teacher will earn one Earned Day Off (EDO) for every 9.5 hours (570 minutes) of scheduled noon supervision service. Minutes supervised as per schedule shall equal minutes credited for days in lieu.
 - 11.4.2** The maximum EDOs that a teacher may earn in a school year is 4. Teachers who have provided in excess of 38 hours of noon supervision service in a school year will be paid at the rate stated in 11.4.9.
 - 11.4.3** A maximum of 5 consecutive EDOs may be used at any one time.
 - 11.4.4** When possible, a teacher requesting an Earned Day Off shall submit an Application for Leave form to the Principal at least three days in advance of commencement of said leave.

- 11.4.5 Earned Days Off may only be taken in half or full day increments. Earned Days Off at schools with a 0.60 AM and 0.40 PM may only be taken as 0.60 days in the AM and 0.40 days in the PM. The school Principal may approve up to one (1) EDO in a school year before it has been fully earned. Any unearned portion of EDO (taken in advance) will be deducted from pay at the end of the contract or school year.
- 11.4.6 Unless the Principal gives approval, no more than one teacher from each school may take leave at any one time.
- 11.4.7 Earned Days Off will not be granted before September 15 or after June 15 in any school year unless approved by the Director.
- 11.4.8 Teachers may carry over a maximum of five days of Earned Days Off to the next school year.
- 11.4.9 Teachers may request to receive payment for earned days accumulated in the provision of noon supervision. The Division shall pay teachers, for each day earned, one day of salary equal to the current daily rate for substitute teachers. Teachers are not required to request payment for all days accumulated in the provision of noon supervision. Payment will be included in the June payroll of the current school year.
- 11.4.10 Earned Days Off earned by voluntarily performing noon supervisory duties is a means by which teachers can accrue additional paid leave which can then be used to supplement the Leaves identified in this Agreement and/or provide Leave to teachers in situations not covered by this Agreement.

12. SECTION 12 – PREPARATION TIME

- 12.1 The school board supports the principle and value of preparation time for each teacher for the purpose of instructional improvement and enhancing student achievement.
- 12.2 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 scheduled for programs and activities such as: masses/liturgies, assemblies, meetings, and special events.
- 12.3 The school board recognizes that a teacher's job goes beyond the classroom, and as such, provides for the dimensions of teaching that are not with students. Preparation time allows for teachers, time to: collaborate and consult, plan and prepare, research and evaluate and reflect.
- 12.4 Teachers shall be accountable to the Principal for the appropriate use of preparation time in accordance with current school division administrative procedures.
- 12.5 Teachers shall be entitled to preparation time to a target of 10%, pro-rated to their full-time equivalent assignment. Preparation time shall be scheduled by in-school administrators.

12.6 The Principal may temporarily assign a teacher instructional duties during preparation time in order to deal with short-term teacher absences due to an emergent situation.

13. SECTION 13 – CTA REBATES AND FEES

13.1 The Division shall make a monthly rebate to the Christ the Teacher Association, on behalf of the teachers in its employ who qualify for the Employment Insurance rebate, an amount equal to 5/12 of any premium reduction earned by the Division. Should Service Canada amend the act to either increase, decrease, or eliminate the rebate, then this clause will be deemed to be similarly amended.

13.2 The Division shall deduct a membership fee set annually by the local association. This fee shall be deducted from each teacher's salary over 10 equal instalments (September through June).

13.3 The Division shall, by the 10th day each month, deposit all funds collected in the previous month in accordance with Sections 13.1 and 13.2 to the bank account designated by the Christ the Teacher Association.

14. SECTION 14 – GRIEVANCE PROCEDURE

14.1 For the purpose of this section a "grievance" shall be defined as in Section 2 of *The Education Act, 1995*.

14.2 When a teacher has a grievance, the teacher shall refer it in writing to the Chairperson of the Teacher's Local Collective Bargaining Team who shall, upon receipt of the notice of grievance, contact the Director within seven (7) days and arrange to resolve the grievance as provided for in *The Education Act, 1995*.

14.3 If the grievance is not resolved, either party may refer the matter for arbitration in accordance with the provision of *The Education Act, 1995*.



IN WITNESS whereof the signing officers of the respective parties affixed their signatures this 14 day of JUNE, 2022.

SIGNED on behalf of the **Board of Education for the Christ the Teacher Roman Catholic Separate School Division No. 212.**

Director of Education

Chief Financial Officer

Superintendent of Education

Superintendent of Education

C/TCS Board Chair

SIGNED on behalf of the **Teachers of the Christ the Teacher Roman Catholic Separate School Division No. 212.**

Local Collective Bargaining Chairperson

Teacher

Teacher

Teacher

Teacher

