

Local Collective Bargaining Agreement

This Agreement made at Humboldt in the
Province of Saskatchewan

This 26th day of August, 2021

Effective August 24, 2020 – June 30, 2025

Between

The Board of Education of the
Horizon School Division No. 205 of Saskatchewan

And

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



Contents

AGREEMENT	3
SECTION 1 - Terms of the Agreement	3
SECTION 2 – Payment of Salaries	3
SECTION 3 – Deferred Salary Plan	4
SECTION 4 - Substitute Teacher Pay	5
SECTION 5 – Leaves	5
5.1 Truth & Reconciliation Leave	6
5.2 Bereavement Leave	6
5.3 Compassionate Leave	6
5.4 Special Leaves	7
1) Personal Leave	7
2) Negotiating Leave	7
5.5 Other Leaves	7
SECTION 6 - Maternity, Adoption, Paternity and Parenting Leave	7
SECTION 7 – Extended Leaves	7
SECTION 8 – Educational Leave	8
SECTION 9 – Earned Days Off (EDO)	8
Extra-Curricular Activity	8
Noon Period Supervision	9
SECTION 10 – Personal Professional Development	10
SECTION 11 – Non-Instructional Days	11
SECTION 12 – Special Allowances	12
SECTION 13 – Dispute Resolution	12
SECTION 14 – Grievance Procedure	13
LETTER OF UNDERSTANDING #1	15

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

BETWEEN:

The Board of Education of the Horizon School Division No. 205 of Saskatchewan,
(hereinafter called “the Board”)

AND

The Teachers of the Horizon School Division No. 205 of Saskatchewan
(hereinafter called “a teacher”)

Constitutes the Local Agreement negotiated in accordance with *The Education Act, 1995*.

AGREEMENT

All terms and expressions used in this Agreement shall have the same meaning as given in *The Education Act, 1995*. The terms and conditions herein represent the whole agreement negotiated by the Parties and are not subject to any additional terms and conditions other than those, if any, prescribed by law.

FOR THE PURPOSES OF THIS AGREEMENT - School Day is defined as a day that a teacher is required to be at work according to the Division calendar for that academic year.

SECTION 1 - Terms of the Agreement

This agreement shall be effective from August 24, 2020 to June 30, 2025, and thereafter until revised in accordance with *The Education Act, 1995*.

With one (1) months’ notice, the parties to the Agreement may, by mutual consent, revise any provision of the agreement during the term of the Agreement.

SECTION 2 – Payment of Salaries

- 2.1 Every teacher will receive compensation for professional services rendered on a ten month or twelve-month pay schedule as requested by the teacher. Unless otherwise declared the teacher shall be paid on a ten-month schedule.

A teacher may request to move to a twelve-month (12) pay schedule or, if already on a twelve-month pay schedule, to move to a ten-month (10) pay schedule. They shall do so in writing no later than the end of the day on

their first day of work of the school year by sending an email to Human Resource Services.

- 2.2 Every reasonable effort shall be made to have monthly payments of salary issued by direct deposit by the 25th on the month, or the closest banking day preceding the 25th when the 25th is not a banking day or in December when payment of salary shall be on the last scheduled working day.
- 2.3 Every reasonable effort will be made for payment to be provided no later than June 30th when the employer is notified by June 15th of the employee's payout request.
 - 2.3.1. Where applicable, all adjustments to pay, due to payout for noon period supervision and/or extra-curricular involvement shall occur no later than July 25th.
- 2.4 A teacher wishing to make changes to their payroll information must provide written notification to the Director (or designate) at least ten (10) teaching days prior to the subsequent pay date.

SECTION 3 – Deferred Salary Plan

Horizon School Division supports self-funded and self-administered deferred salary leave plans for teachers. The purpose is to provide an opportunity to defer a portion of a teacher's salary to be used during an unpaid extended leave.

- 3.1 To qualify, a teacher must have completed two (2) years of service with the Division and be employed on a continuing contract.
- 3.2 The terms of the Deferred Salary Leave Plan shall comply with the *Income Tax Act*.
- 3.3 Applications to the Director (or designate) shall be no later than April 30 of the prior school year.
- 3.4 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.
- 3.5 A teacher can voluntarily withdraw from the plan in any month except December. Upon voluntary withdrawal, all deferred salary held under the arrangement will be added to the Teachers taxable income in that calendar year. All reasonable efforts will be made to pay out all deferred salary less required deductions to the teacher within one (1) pay period of voluntary withdrawal.

SECTION 4 - Substitute Teacher Pay

- 4.1 Effective August 26, 2021, each substitute teacher shall be paid at 85% of Class IV Step 1 following the Provincial Agreement. The daily rate of a substitute teacher will be Class IV Step 1 divided by the number of operational days determined by the Employer x 85% of class IV, step 1.
- 4.2 In the event that a substitute teacher teaches five (5) consecutive days for the same teacher, commencing on the fifth (5th) day, that substitute teacher shall be paid a rate equal to the Class and Step on the Provincial Salary Grid for which they qualify.
- 4.3 When a substitute teacher teaches for part of the day, their salary shall be calculated according to the percentage of the school day for which they worked.
- 4.4 If upon arrival at work a substitute is informed that their services are no longer required, the substitute will be reassigned to work for the portion of the day they were scheduled for, up to a maximum of the morning or afternoon percentage of the school day unless a mutually agreed upon alternative has been reached.
- 4.5 Every reasonable effort shall be made to have payment in the accounts of substitute teachers by the sixth (6th) of the month subsequent to the month in which they taught.
- 4.6 Non-student days do not constitute an interruption in service.
- 4.7 After working fifty (50) full day equivalent substitute days, the substitute teacher will have access to a \$400 Health Spending Account (HSA).
- 4.8 Upon working fifty (50) full-day equivalent substitution days, the substitute will move to 95% of class IV, step I on of the Provincial salary grid starting on the fifty first (51) day and for any substitute days worked for the remainder of that school year. At the beginning of each school year the number of substitute days will reset to zero (0).

SECTION 5 – Leaves

Horizon School Division recognizes the need to provide teachers with access to leaves as outlined in this section. The following guidelines will be used for accessing these leaves:

- a) A continuing or replacement contract teacher is entitled to all leaves prorated at the teacher's percentage of contract.

- b) A temporary contract teacher is entitled to all leaves and shall be prorated as per the number of school days included in the teacher's contract and their FTE.

5.1 Truth & Reconciliation Leave

In recognition of the Truth and Reconciliation Commission of Canada's 94 Calls to Action, and the parties mutual commitment to respect, implement and integrate Indigenous spiritual-cultural beliefs; upon application, a teacher shall be granted one (1) day of paid leave each school year to attend Indigenous spiritual, cultural or ceremonial event(s). Approval for the applied day shall be subject to approval by the principal to ensure that the requested absence is operationally feasible and compliant with administrative procedures.

5.2 Bereavement Leave

- a) Leave with pay of up to ten (10) school days shall be granted to a teacher upon the death of a partner (common-law or married), child (born, adopted, or stepchild), or parent (biological or stepparent) of the individual holding the contract.

- b) Leave with pay of up to five (5) school days shall be granted to a teacher upon the death of a member of the immediate family.

"Immediate family" shall include brother, sister, grandparent, and grandchild.

- c) Leave with pay of up to three (3) school days shall be granted to a teacher upon the death of a member of the extended family.

"Extended family" shall include parent-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, son-in-law, and daughter-in-law.

- d) Leave with pay for one (1) day per application shall be granted to a teacher to attend the funeral of a personal friend or the partner's grandparent.

5.3 Compassionate Leave

Leave with pay up to five (5) school days per year shall be granted to a teacher for serious injury, medical emergency, or critical illness involving a member of their family.

“Family Members” shall include partner (common-law or married), child (born, adopted, or stepchild) or parent (biological or stepparent), brother, sister, grandparent, grandchild.

5.4 Special Leaves

1) Personal Leave

Subject to approval by the principal or immediate supervisor, a teacher shall be granted (3) three days per school year without loss of pay for personal reasons.

2) Negotiating Leave

Teachers certified as representatives of the Local Bargaining Committee shall suffer no loss of salary for time absent from their regular duties for the purpose of participating in negotiations, or in mediation, conciliation, and arbitration proceedings.

5.5 Other Leaves

Additional days for leave with or without pay and with or without benefits as outlined within this agreement may be approved by the Director (or designate) upon written request from the teacher.

SECTION 6 - Maternity, Adoption, Paternity and Parenting Leave

6.1 A teacher shall be granted Maternity Leave, Parental Leave and Adoption Leave in accordance with all the provisions of Legislation and the Provincial Collective Bargaining Agreement.

6.2 Where teachers have not accessed the above provisions, a teacher shall be provided a leave of up to two (2) days with pay to attend the birth/ adoption of their child.

SECTION 7 – Extended Leaves

A General Leave shall be defined as an extended leave free from all teaching and administrative duties without pay to a maximum of twelve (12) months.

7.1 To qualify, a teacher must have completed two (2) years of service with the Division and be employed on a continuing contract.

7.2 Applications for leaves must be submitted to the Director (or designate).

7.3 A General Leave shall not constitute a break in service, but neither shall it count as a year of experience for the purposes of increments.

- 7.4 The teacher, upon return to Horizon School Division No.205, in consultation with the Director (or designate) shall be placed in a position comparable to the position held prior to the leave.

SECTION 8 – Educational Leave

An Educational Leave shall be defined as a leave of absence for the purpose of advancing educational qualifications to a maximum of twelve (12) months.

- 8.1 To qualify, a teacher must have completed two (2) years of service with the Division and be employed on a continuing contract.
- 8.2 Applications for leaves must be submitted to the Director (or designate).
- 8.3 An Educational Leave may be compensated at a rate of 0-100% of the teacher's current salary.
- 8.4 An Educational Leave shall not constitute a break in service, but neither shall it count as a year of experience for the purposes of increments.
- 8.5 The teacher, upon return to Horizon School Division No. 205, in consultation with the Director (or designate) shall be placed in a position comparable to the position held prior to the leave.

SECTION 9 – Earned Days Off (EDO)

- 9.1 Subject to approval by the principal or immediate supervisor, a teacher shall be able to access their EDOs on any day of the year, to a maximum of Seven (7) consecutive school days, subject to operational feasibility and applicable administrative procedures.
- 9.2 A teacher can carry over a maximum of three (3) EDOs per year.
- 9.3 A teacher may request partial or complete payment for EDOs at any time during the school year. Payment shall be made the month following receipt of the request.

Extra-Curricular Activity

Extra-curricular hours can be claimed for extra-curricular time up to fifteen (15) minutes prior to the first bell and fifteen (15) minutes following the last bell of the School Day. Extra-curricular time involves direct supervision of students participating in activities that have been recognized and approved by the Director (or designate).

1. Extra-Curricular

Teachers have the opportunity to earn up to a maximum of three hundred (300) hours in an academic year.

Upon prior approval by the teacher's principal/immediate supervisor, teachers will have the opportunity to earn extra-curricular hours for all approved extra-curricular activities in an academic year.

- a) A maximum of three hundred (300) hours may be accessed as Earned Days Off, in full or partial days, at a rate of one (1) day for every sixty (60) hours.
 - b) Hours not accessed as Earned Days Off will be paid out, in full or partial days, at a rate of one divided by the number of operational days determined by the Employer at Class IV, Step 1 for every sixty (60) hours earned.
2. The maximum number of hours that will be recognized as extra-curricular time on school days is eight (8) and on non-school days is sixteen (16).
3. At the teacher's discretion, any accumulated hours that are between zero (0) hours and sixty (60) hours may be carried over to the next year.

Noon Period Supervision

1. Each school principal shall develop a supervision cycle based on the number of total noon period supervision hours required in the school year. Teachers have the opportunity to earn earned days off (EDOs), to a maximum of three (3) days per school year, for noon period supervision. Teachers must declare no later than the first day of the school year calendar.
 - a) A continuing or replacement contract teacher who commits to provide noon period supervision will be recognized for providing that service prorated at the teacher's percentage of contract.
 - b) A temporary contract teacher employed for thirty (30) calendar days or more who commits to provide noon period supervision will be recognized for providing that service pro-rated as per the number of school days included in the teacher's contract and their full-time equivalent (FTE).

2. For the purpose of this section, student activities inside and outside the school as well as student activities in the gym are recognized as noon period supervision.
3. For teachers scheduled in more than one school, the frequency at which the teacher is scheduled in the supervision cycle shall be no greater than is the percentage of their contract of employment that is assigned to that school.
4. For teachers who have a supervision ratio of 6.0 FTE or less (inclusive of support staff) and have completed fifty **(50)** hours of noon period supervision will be compensated at a rate of 1 hour of extra-curricular supervision per 1 hour of noon-hour supervision completed. This enhancement and recognition will be tracked and monitored by the Principal and extra hours will be submitted by June 15th of the school year. This clause does not apply if the school has more than 6.0 FTE staff members on the supervision schedule.
5. EDOs earned for Noon Period Supervision will be prorated for any leaves of thirty (30) calendar days or more.

SECTION 10 – Personal Professional Development

Personal Professional Development (PD) is defined as an activity that enhances a teacher's qualifications, skills and/or abilities. Teachers may use money allocated by the Division for personal professional development for conferences, mentorship, peer coaching, professional reading materials, membership fees and university tuition.

10.1 Professional Development Committee

1. Each school or site shall establish a professional development committee consisting of the principal and two (2) teachers to review and approve professional development requests.
2. The principal on behalf of the committee will submit to the Director by November 30 and May 31 of each year a summary of approved professional development.
3. Applications that have been denied can be sent directly to the Director of Education by the Applicant.

10.2 Personal Professional Development Funds

1. The use of funds allocated to professional development should be guided by those areas of targeted professional growth identified in the Teacher's Professional Growth Plan.

2. Each teacher employed on a continuing or replacement contract will receive one-thousand four hundred dollars (\$1,400) per year for professional development.
3. Teachers on a continuing or replacement contract of fifty percent (50%) or more shall receive full professional development funds.
4. Teachers on a continuing or replacement contract of less than fifty percent (50%) shall receive seven hundred dollars (\$700) per year for professional development.
5. Annually, each school or site will be allocated a professional development fund equal to two hundred (\$200) per FTE, as of September 30, to be used to supplement personal professional development for teachers. As per the associated administrative procedure.
6. The Employer shall cover substitute costs to a maximum of two (2) days per teacher per school year for professional development.
7. Teachers on a temporary contract will apply to the professional development committee and a recommendation will be provided to the Director for approval.
8. For the purposes of this article, prior approval from the Director is required for out-of-country travel. Requests for out-of-country travel must be submitted for consideration a minimum of one (1) month prior to the scheduled event.
9. Professional Development Travel
When travelling to Director sponsored meetings and/or professional development, carpooling is encouraged, unless circumstances warrant otherwise and will be compensated at the Board approved rate. All other approved expenses incurred will be reimbursed upon submission of receipts. (Expenses will include lodging, parking, and meals.)

SECTION 11 – Non-Instructional Days

There will be four (4) non-instructional days for the purposes of teacher preparation time and Learning Improvement Planning to support school division, school, and personal goals.

- 11.1 One (1) of the non-instructional days shall be used for the purpose of school-based professional learning or division professional development as determined by the principal or immediate supervisor
- 11.2 One (1) of the non-instructional days shall be determined by the principal in consultation with teaching staff to support school-based professional growth. This day may include learning improvement planning and/or school-based professional growth.
- 11.3 Two (2) of the non-instructional days will be at the discretion of the teacher and may include teacher preparation time, personal professional development, or collaboration with colleagues.

SECTION 12 – Special Allowances

- 12.1 A teacher employed in the following categories shall be paid an allowance in accordance with the following:

Designation	Allowance
Speech and Language Pathologist	15% of the max of the teacher’s class
Instructional Coach (may include but not limited to: Literacy, Math, Cultural, Health & Wellness, Career & Graduation)	15% of the max of the teacher’s class
Psychologist	15% of the max of the teacher’s class
Band Director	10% of the max of the teacher’s class
Educational Technologist	10% of the max of the teacher’s class.
Student Activities Administrator	10% of the max of the teacher’s class

- 12.2 All teachers identified in this section, when directed by the Employer to travel, shall be compensated for approved expenses as per policy and/or administrative procedure.

SECTION 13 – Dispute Resolution

- 13.1 Collaborative Problem Solving

For the purposes of this Article, this phase of collaborative problem-solving is without prejudice.

Where disagreement arises out of the interpretation and/or application of any provision within this Collective Agreement, those bound by the terms of this Agreement will make every effort to resolve said disagreement through informal dialogue and collaborative problem solving within thirty (30) calendar days of its discovery.

The member concerned may request STF and/or HTA representation when meeting with their supervisor.

The process may be extended by mutual agreement.


If no resolution is reached, the issue(s) may then be moved to the formal grievance procedure (Section 14) by either party.

SECTION 14 – Grievance Procedure

- 14.1 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.
- 14.2 A Grievance Review Committee (GRC) shall be convened upon the receipt of a grievance. The GRC shall consist of five (5) members: two (2) appointed by the HTA, two (2) appointed by the Director, and an individual acceptable to both the Director and the HTA. The mutually agreed upon individual is to act as chair.
- 14.3 The GRC shall meet within thirty (30) days and shall have the responsibility of the interpretation of the Agreement.
- 14.4 The party to the grievance has the opportunity to speak to the GRC. The GRC will have an opportunity to ask questions for clarification. Following information gathering, the committee will deliberate in closed session. The resolution will be communicated verbally to the party as soon as possible, and, in writing, within seven (7) days of the resolution.
- 14.5 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.
- 14.6 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.

This agreement made at Humboldt in the province of Saskatchewan this 13
day of October, 2021.

THE BOARD OF EDUCATION OF THE HORIZON SCHOOL DIVISION NO. 205


Kevin Offinger, Director of Education


Randolph MacLEAN, Deputy Director of Education



Sandy Gessner, Superintendent of Finance Services


Monica Arndt, Human Resource Officer

**THE LOCAL IMPLEMENTATION AND NEGOTIATION COMMITTEE OF THE
HORIZON TEACHERS ASSOCIATION (HTA)**


Gerard Frison


Robert Lesinski


Erin Richard


Mark Laurie


VernaLynn Gorri

LETTER OF UNDERSTANDING #1

BETWEEN:

**THE BOARD OF EDUCATION OF THE
HORIZON SCHOOL DIVISION NO. 205 OF SASKATCHEWAN**
(hereafter referred to as the “Employer”)

AND

HORIZON TEACHERS ASSOCIATION
(hereafter referred to as “HTA”)

RE: SPECIAL ALLOWANCES

The Employer and HTA hereby agree that:

Teachers, identified in Section 12, will be granted, pro-rated to the terms of their contract, one and one-half (1.5) days leave with pay per school year in recognition of duties performed outside of their regularly scheduled school day.

In witness whereof, the Parties have caused this Letter of Understanding to be executed this 13 day of October, 2021.

THE LOCAL IMPLEMENTATION
AND NEGOTIATION
COMMITTEE OF THE HORIZON
TEACHERS ASSOCIATION



ON BEHALF OF THE BOARD OF
EDUCATION OF THE HORIZON
SCHOOL DIVISION NO. 205 OF
SASKATCHEWAN