

Local Collective Bargaining Agreement

BETWEEN

**The Board of Education of the Prairie South School Division No. 210 of
Saskatchewan
hereinafter called "The Employer,"**

AND

**The Teachers of the Prairie South School Division No. 210 of Saskatchewan under
provision of Section 231 of The Education Act 1995, hereinafter called "The
Teachers."**



August 1, 2018 to July 31, 2021

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PREAMBLE

In consideration of harmonious relations of employment, the parties to this Agreement acknowledge the following with respect to the collective bargaining process:

Pursuant to Section 232 (2) (a) of The Education Act, 1995, and unless otherwise amended, for each and every collective bargaining agreement between the parties, bargaining collectively shall occur with respect to the following matters:

- sabbatical leave for teachers;
- education leave for teachers;
- salaries for substitute teachers;
- the duration of the local agreement;
- pay periods for teachers; and
- special allowances for teachers.

Pursuant to Section 232 (2) (b) of The Education Act, 1995, and unless otherwise amended, both parties of the bargaining committee may jointly agree to bargain collectively with respect to matters other than those mentioned in (1).

Pursuant to Section 232 (4) of The Education Act, 1995, and unless otherwise amended, a collective bargaining agreement between the parties shall not "contain terms regulating the selection of teachers, the courses of study, the program of studies, or the professional methods and techniques employed by a teacher."

Section 1: Term of Agreement

- 1.1 This Agreement negotiated in accordance with *The Education Act, 1995*, shall be effective from August 1, 2018 to July 31, 2021, and shall remain in effect until replaced or revised.
- 1.2 This agreement replaces the contract dated August 18, 2012 – August 18, 2013.

Section 2: Emergent Issues Committee

2.1 Committee Mandate

The purpose of the Emergent Issues Committee shall be to discuss any emerging issues and/or local collective agreement clarification and interpretation in order to clarify the contract or in order to resolve potential misunderstandings.

2.2 Committee Composition

The Emergent Issues Committee shall consist of the Employer and Prairie South Teachers' Association (PSTA) members:

- Director
- Manager of Human Resources
- LINC chairperson
- PSTA president
- Board Trustee
- two other LINC members

2.3 Meetings

The committee shall meet as necessary.

2.4 Meeting Protocol

Protocol will follow The Report of the Joint Committee on Good Practices and Dispute Resolution.

Section 3: Teacher Workload and Wellness

3.1 Workload and Wellness Fund

To fund the initiatives established by the Workload, Worklife, Wellness committee, the Employer shall contribute \$10,000 each year to a Workload/Worklife/Wellness fund. The fund shall be administered by the PSTA.

3.2 Counselling Services

The Employer shall contribute \$10,000 each year to the PSTA for the purposes of counselling services.

Section 4: Negotiation & Professional Leave

4.1 Local Bargaining Committee

- 4.1.1 Members of the teachers' local bargaining committee, to a maximum of ten (10) teachers of the PSTA, shall suffer no loss of salary for required absence from their regular teaching duties for the purpose of participating in negotiations, mediation, conciliation, and arbitration proceedings which pertain to local negotiations with Prairie South School Division No. 210.
- 4.1.2 There shall be a mutual understanding between PSTA and Employer representatives that LINC duties shall be divided between school and non-school time.
- 4.1.3 The Employer shall be responsible for substitute teacher costs. PSTA shall be responsible for meals.

4.2 Local Association Professional Leave

- 4.2.1 In consideration of the demographics of the school division and in mutual recognition of the value of positive working relationships, the Employer shall provide an annual grant to the Prairie South Teachers' Association in the amount of \$10,000 payable by September 30.

4.2.2 Local Association President

- 4.2.2.1 The president of the PSTA shall be granted release time to conduct the business of the local association.
- 4.2.2.2 The percentage of president release for the coming year shall be determined by the PSTA Executive and communicated to the Manager of Human Resources no later than May 15.
- 4.2.2.3 The PSTA shall reimburse the Employer, in monthly installments, the salary for the percentage of the president's release time according to the salary rate of the Provincial Collective Bargaining Agreement.

4.2.3 Local Association Officers

- 4.2.3.1 The PSTA shall be granted up to forty (40) days paid leave per school year to carry out the business pertaining to the PSTA. Authorization for such days shall be made by the PSTA President or designate.
- 4.2.3.2 These days shall be shared among the officers as determined by the PSTA Executive.
- 4.2.3.3 The PSTA will reimburse the Employer on a monthly basis actual substitute teachers' salary for leave days.
- 4.2.3.4 STF councillors shall receive two (2) paid days in lieu of time spent on councillor duties. These STF Councillors' Earned Days Off (EDO) shall not be considered *in*

addition to the maximum three (3) EDOs that may be earned in any one school year as per Section 12. STF Councillor EDOs are not eligible for carry-over to the following year. For unused STF Councillor EDOs, a councillor shall be paid out by the PSTA in the amount of actual current rate of substitute teacher salary.

Section 5: Pay Periods

- 5.1 Teachers shall be paid over a ten-month (10) period. Teachers on continuing contracts shall have the option of being paid in twelve (12) monthly payments by notifying Payroll with written notice by June 15 prior to the beginning of the upcoming school year. The option shall remain in effect for the subsequent school year(s) unless written notification of change is provided by June 15 prior to the upcoming school year.
- 5.1 Teachers shall be paid their monthly salary by the 25th of the month or the last working day prior to the 25th, via direct deposit to the financial institution of their choice.
- 5.3 A teacher leaving the division or taking a long-term leave shall be paid all salary owing on the last teaching day provided all required work has been completed.
- 5.4 Prairie South Teachers' Association annual fees shall be deducted in ten (10) equal payments as determined by the local association no later than June 1. For teachers employed less than full time, local association fees shall be paid according to the PSTA constitution/bylaws. Any changes to this amount shall require thirty (30) days written notice by the PSTA to the Human Resources Department.
- 5.5 The EI rebate shall be paid to each teacher on a monthly basis.

Section 6: Pay Advance: New Teachers

A teacher new to the Prairie South School Division may request, upon signing the contract, an early payment of 25% of the first month's salary, to be paid to the teacher within ten (10) working days of the first date of employment.

Section 7: Consultant & Coordinator Allowances

- 7.1 A teacher employed by the Employer and appointed to a position as a consultant shall be paid an allowance equal to ten per cent (10%) of maximum of Class VI on the current Provincial Collective Bargaining Agreement for teachers multiplied by the percentage of time assigned as a consultant.
- 7.2 A teacher employed by the Employer and appointed to a position as a coordinator shall be paid an allowance equal to fifteen per cent (15%) of maximum Class VI on the current Provincial Collective Bargaining Agreement for teachers multiplied by the percentage of time assigned as a coordinator.

7.3 Consultant/Coordinator Reimbursement Rate

7.3.1 Consultants/coordinators who must travel in the performance of their duties shall be paid at the current Board mileage rate. No mileage shall be paid for travel to the consultant's/coordinator's "home" office.

7.3.2 Consultants/coordinators traveling within the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the Board approved rates.

7.3.3 Consultants/coordinators traveling outside the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the current Board rate for actual kilometers traveled.

Section 8: Itinerant Teachers

8.1 Definition

An itinerant teacher is a teacher whose contract indicates he/she is assigned to more than one school as determined by the Employer.

8.2 Itinerant teachers traveling between schools shall be assigned a "home" school.

8.3 Itinerant Teachers' Reimbursement Rate

8.3.1 Itinerant teachers who must travel in the performance of their duties shall be paid at the current Board mileage rate. No mileage shall be paid for travel to the teacher's "home" school.

8.3.2 Itinerant teachers traveling within the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the Board approved rates

8.3.3 Itinerant teachers traveling outside the city of Moose Jaw and Assiniboia shall be reimbursed for mileage at the current Board rate for actual kilometers traveled.

8.4 Itinerant teachers are responsible for submitting their claims for travel reimbursement.

Section 9: Travel Reimbursement

9.1 When required by the Employer to travel in the performance of duties, teachers shall be reimbursed for expenses incurred. Examples of travel required by the Employer include attendance at a workshop, a visitation to another teacher's classroom, or attendance at administrators' meeting.

9.2 Payment shall be according to Board approved policy rates for mileage, meals and accommodations. Receipts are required for hotels.

Section 10: Vacancies

Notices of all administrative and teaching position vacancies shall be sent to the principal and staff of each school in addition to public posting.

Section 11: Substitute Teachers

- 11.1 A substitute teacher shall be paid 1/197 (number of days designated by the Ministry of Education to constitute a school year) of the minimum Class IV of the Provincial Teachers Agreement.
- 11.1.1 Retroactive pay resulting from the Provincial Collective Bargaining Agreement negotiations will not be calculated on substitute pay.
- 11.2 After substituting for five (5) continuous/uninterrupted days for the same teacher in the same position, the substitute teacher, upon the sixth and pursuant days, shall be paid salary according to their classification and experience. Holiday or professional development day does not constitute a break in continuous days.
- 11.3 Substitute teachers shall be paid for the proportion of the day worked according to the school's schedule with a minimum of 0.4 and a maximum of 1.0.
- 11.4 Part time teachers may substitute in the same school for less than 0.4.
- 11.5 A substitute teacher shall be paid no later than the 10th day of the month following a month in which they provided substitute service. The first substitute pay date in each new school year will be no later than October 10.

Section 12: Earned Days Off

- 12.1 Teachers may accumulate Earned Days Off (EDOs) for volunteering to do extra-curricular supervision and/or noon supervision.

12.2 Definitions

12.2.1 Extra-curricular Supervision

Extra-curricular supervision shall be defined as the voluntary time spent supervising a principal-approved extra-curricular activity with students outside of regular school hours. Extra-curricular time shall be tracked in hours.

12.2.2 Noon Supervision

The Employer recognizes that every teacher is entitled to a work-free lunch time. Noon supervision shall be defined as the voluntary time spent supervising students over the period designated as lunch. Noon supervision time shall be tracked in minutes and converted to hours for the purpose of recognition.

12.3 Entitlement

Extra-Curricular Supervision	Noon Supervision
<ul style="list-style-type: none"> • 25 hours of service - ½ day EDO • 50 hours of service - 1 day EDO • 75 hours of service - 1 ½ days EDO • 100 hours of service - 2 days EDO • 125 hours of service - 2 ½ days EDO • 150 hours of service - 3 days EDO • 250 hours of service - 4 days EDO <p>Teachers must meet each threshold identified above.</p> <p><i>Payment Option:</i> For unused EDOs, or EDOs not carried over, a teacher shall be reimbursed according to the current rate of substitute teacher salary.</p>	<ul style="list-style-type: none"> • 9 hours of service - ½ day EDO • 18 hours of service - 1 day EDO • 27 hours of service - 1 ½ days EDO • 36 hours of service - 2 days EDO • 45 hours of service - 2 ½ days EDO • 54 hours of service - 3 days EDO <p><i>Payment Option:</i> Hours not converted to EDOs will be paid out at the rate of \$18.87 (2016-2017) per hour with an annual adjustment based on the corresponding percentage adjustment of the provincial teachers' salary grid.</p>

12.4 Entitlement for Days Away from the Classroom

A maximum of three (3) days may be earned as time away from the classroom for supervising students at noon or during extra-curricular activities, or a combination of both.

12.5 Carry Forward

A maximum of two (2) unused EDOs may be carried forward to the following year. EDOs must be carried forward in half day or full day increments. There shall be no carry forward of hours.

12.6 Usage of EDOs

A maximum of five (5) EDOs may be used in any one school year.

A teacher must earn all EDOs prior to using them. In special circumstances a principal may approve one (1) EDO before it is fully earned and the Manager of Human Resources may approve a second EDO before it is fully earned. If by June 10 of the current year the EDO is not earned the teacher shall forfeit the teacher's per diem salary, unless special approval has been granted by the principal based on completion of hours no later than June 30 of the current school year.

Part-time Teachers

Part-time teachers who use EDOs do so pro-rated to their contracts.

Recognition for part-time teachers shall be applied as follows:

- A 20% teacher who has earned three (3) days takes 3 days @ 20% which equals .6 from the bank of 3 days. 2.4 days remain in the bank for payout.
- A 50% teacher working half days who has earned three (3) days takes 3 days @ 50% which equals 1.5 from the bank of 3 days. 1.5 days remain in the bank for payout. The 1.5 days may be paid out or carried forward.
- A 50% teacher working full days every second day who has earned three (3) days takes 3 days at 100% which equals 3 days from the bank of 3 days. 0 days remain in the bank for payout.

Temporary or Replacement Teachers

Teachers on temporary or replacement contracts who earn EDOs shall use them prior to the conclusion of their contract or be paid out.

Section 13: Compassionate Leave

13.1 Definition

For the purpose of this Agreement, immediate family is defined as a teacher's spouse or common law partner of either sex, child, father, mother, brother, sister, grandparent, or grandchild of a teacher or of a teacher's partner. It also includes the partner of a teacher's child, grandchild, brother, or sister.

13.2 Compassionate Care

13.2.1 In the event of each serious illness/injury within a teacher's immediate family, the teacher shall be granted compassionate leave with pay, to a maximum of five (5) school calendar days in a school year.

13.2.2 The Manager of Human Resources may grant a maximum of three (3) additional days.

13.3 Bereavement

13.3.1 A teacher shall be granted leave with pay for a period not to exceed five (5) school calendar days in the event of a death of each member of a teacher's immediate family or the immediate family of a teacher's partner.

13.3.2 The Manager of Human Resources may grant a maximum of three (3) additional days.

13.3.3 The Manager of Human Resources may grant compassionate leave in instances other than the immediate family.

13.3.4 Up to a full day with pay shall be granted without loss of salary to act in an official capacity at a funeral. Official capacity would include being a pallbearer or eulogist.

13.4 Family Responsibilities

13.4.1 A teacher may be granted leave without pay to deal with family responsibilities.

13.4.2 The length of time shall be mutually agreed upon between the teacher and the Manager of Human Resources.

Section 14: Pressing Leave

14.1 Pressing Leave

14.1.1 Teachers with continuous contracts or replacement contracts shall be granted days not to exceed two (2) days with pay within any one (1) school year to attend to:

- pressing matters;
- significant family events; or
- emergencies which are beyond the control of the individual.

14.2 Pressing leave may be private and confidential.

14.3 Teacher requests can be made to the principal who may confirm the leave or consult with the Manager of Human Resources, or in extenuating circumstances, teacher requests can be made directly to the Manager of Human Resources.

14.4 Teachers on temporary contracts employed for a period of greater than three (3) months may be granted pressing leave at the discretion of the Manager of Human Resources.

14.5 Part-time teachers' leave under this section shall be pro-rated according to their percentage of employment.

14.6 Pressing leave shall not be used for recreational purposes.

14.7 Pressing leave shall not normally be used for scheduled events.

14.8 Pressing leave days shall not be paid out or carried over to the following year.

14.9 In the event a teacher does not wish to provide a reason for a pressing day's leave, one (1) day may be taken at the cost of the current rate of substitute teacher salary with such cost deducted from the teacher's salary.

Section 15: Maternity, Parenting & Adoption Leave

15.1 A teacher shall be granted maternity leave, parenting leave, and adoption leave in accordance with *The Saskatchewan Employment Act* and the Provincial Collective Bargaining Agreement.

However, the teacher shall qualify for leave-without-pay as specified in *The Saskatchewan Employment Act*.

15.2 Parenting/Adoption Leave

15.2.1 Leave of up to two (2) days with pay shall be granted to a parent at the birth of or adoption of his/her child.

15.2.2 Leave of up to two (2) days with pay shall be granted to a non-birthing parent for the birth of his/her child.

15.2.3 In extenuating circumstances, the Manager of Human Resources may grant birth/parenting/adoption leave in excess of two (2) days with pay.

Section 16: Graduation & Convocation Leave

16.1 A teacher shall be granted leave with pay for one (1) day to attend the high school graduation of their child or partner's child.

16.2 A teacher shall be granted leave with pay for one (1) day to attend one of: convocation, graduation, or awarding of completion certificate of self, partner, child, or parent from a post-secondary institution.

16.3 A teacher shall be granted leave with pay for one (1) day for defense of the teacher's thesis or dissertation.

Section 17: Special Leaves

17.1 Teachers Holding Executive Positions

17.1.1 A teacher shall be granted leave with pay for a period of up to three (3) teaching days per school year in order to attend a provincial, national, or international meeting or conference in which said teacher holds a current executive position.

17.1.2 Upon request the Manager of Human Resources may approve up to two (2) additional days of leave with pay.

17.2 Teachers and Competitions

17.2.1 A teacher may be granted leave with pay for a period up to two (2) days per school year in order to attend a provincial, national, or international championship event in which a teacher actively competes and has earned the right to compete at the event. This clause refers to participation in high level competitions rather than recreational/invitational championships.

17.2.2 There may be exceptional circumstances where the Manager of Human Resources may approve two (2) additional days of leave with pay to a teacher to compete in a provincial,

national, or international championship event where the teacher has earned the right to compete at this level.

17.2.3 The leave shall be without pay where the teacher involved is paid for participating in the event.

17.3 Emergencies Beyond the Control of the Individual

17.3.1 A teacher shall be granted leave with full salary up to a maximum of two (2) days in any school year for absences from work for emergencies beyond the control of the individual. These emergencies may result from a disaster, fire, flood, or snowstorm. When these two days are exhausted Pressing Leave may be used.

17.3.2 Upon request, the Manager of Human Resources may grant additional days with or without pay.

17.4 Sabbatical Leave

A sabbatical leave shall be deemed leave without pay as per Section 19.

Section 18: Leave of Absence Without Pay

18.1 The Manager of Human Resources may grant leave of absence without pay for a period of four (4) days to fourteen (14) months.

18.2 For leaves greater than one (1) month a teacher shall make application four (4) months prior to the commencement of the leave.

18.3 The principal may grant one (1) day leave to be taken at the cost of the current rate of substitute teacher salary with such cost deducted from the teacher's salary.

18.4 The principal may grant up to two (2) days leave without pay per school year to a teacher at their current rate of pay.

Section 19: Education Leave & Tuition Reimbursement

19.1 Funding

19.1.1 The Employer shall make budget provision for the granting of education leaves and tuition reimbursement to a maximum Class VI salary.

19.1.2 In the event there are other initiatives that provide education funding (i.e. government funding, Recruitment and Retention funding), those dollars shall be in addition to the maximum Class VI salary.

19.1.3 Remaining funds shall be carried forward to the following school year.

19.2 Education Leave and Advisory Committee (ELAC) and Application Procedure

19.2.1 A Selection Committee for education leaves and tuition reimbursement shall be composed of the following members:

- the Manager of Human Resources
- the PSTA president
- two (2) teachers appointed by the PSTA Executive

19.2.2 Applications for tuition reimbursement shall be submitted to the Education Leave Advisory Committee (ELAC) by March 1, June 1, or October 1.

19.2.3 Applications will be considered as per the guiding principles of ELAC.

19.3 Education Leaves

19.3.1 Preamble

The Employer and the teachers recognize the value of education leave and mutually agree to promote its utilization.

19.3.2 Definition

An education leave is a period of time during which a teacher undertakes a program of study to meet a need in the school division.

19.3.3 Terms of Leaves

Where leave is granted under this section, the teacher and the Manager of Human Resources shall execute a written agreement incorporating the appropriate terms and conditions stated herein.

19.3.3.2 Short-Term Leave

A short-term leave shall consist of six (6) months or less. Reasons for a short-term leave may include the following:

- taking classes,
- conducting research,
- acquiring information through visiting other school systems,
- attending education conferences,
- contributing to the professional growth of a teacher, or
- other purposes related to the welfare of the school system.

19.3.3.3 Long-Term Leave

A long-term leave shall be greater than six (6) months, to a maximum of fourteen (14) months.

19.3.4 Eligibility

To be eligible to apply for a short-term or long-term education leave,

- the teacher must be employed under a continuing full-time or part-time contract of employment and have been employed by the Employer for a minimum of three (3) years; or
- the teacher may qualify with less than three (3) years of service at the discretion of the Manager of Human Resources; however,
- the teacher shall not qualify when teaching under temporary or replacement contracts.

19.3.5 Salary Awards

Salary during an education leave shall be 50%-75% of the maximum of the salary the teacher would have received by teaching during the period of the leave.

19.3.6 Applications

An application outlining the program of study to be undertaken shall be submitted to the selection committee (ELAC) no later than March 1 for leaves commencing in May, May 1 for leaves commencing in August or later and October 1 for leaves commencing in January.

19.3.7 Return Service Provisions

19.3.7.1 Immediately following the leave, the teacher shall provide the following return service to the Employer:

- one (1) year of return service for a short-term leave, or
- two (2) years of return service for a long-term leave.

19.3.7.2 Upon return to the school system, the teacher shall be placed in a position as determined by the school division administration after consultation with the teacher.

19.3.7.3 Should the teacher fail to successfully complete the program approved as a condition of the leave, the teacher shall undertake to refund the full amount of the payment made together with interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no later than one (1) year following the date of the teacher's return to the employ of the Employer. Should the teacher successfully complete the education requirements of the approved program during the first year of return service, no repayment of funds will be required. In the event of partial completion of the approved program, the Employer may waive in full or in part the repayment of funds paid under this section.

19.3.7.4 Should the teacher fail to complete the required return service, the teacher shall refund the full amount of the payments made, with interest at the prime bank

lending rate prevailing at the time the leave was granted. In the event there is partial compliance regarding return service, the amount of the refund shall be determined pro-rata.

- 19.3.7.5 Subject to 19.4.7.3 and 19.4.7.4, the Employer may waive compliance by the teacher in whole or in part.
- 19.3.7.6 Should the teacher die or be disabled to a degree that would render the teacher unable to return to teaching duties while on leave under this section or during the period of return service, there shall be no liability on any person or estate for refund of payments outstanding.
- 19.3.7.7 Leave of absence under this section shall not be credited as experience for incremental purpose on the teacher's return to the system nor shall it constitute a break in tenure unless the leave was initiated by the Employer.
- 19.3.7.8 If the teacher's contract is terminated by the Employer before the full return service is completed, the teacher shall be exonerated from these financial obligations as outlined above.
- 19.3.7.9 Should the teacher be declared redundant at any date following the granting of the leave and before the completion of the return service, there shall be no obligation for the teacher to refund any portion of the grant that would otherwise be refundable.

19.4 Tuition Reimbursement

19.4.1 Upon application teachers may be reimbursed for tuition for post-secondary course from an accredited post-secondary institution.

19.4.2 Application

Application shall be made prior to the commencement of the course by March 1, June 1 or October 1. Applications will be considered as per the guiding principles of ELAC.

19.4.3 Eligibility

To be eligible to apply for tuition reimbursement the teacher must be employed under a continuing full-time or part-time contract of employment. Teachers under temporary or replacement contracts do not qualify.

19.4.4 Tuition Reimbursement

19.4.4.1 A teacher may be reimbursed for the full amount of tuition or as determined by ELAC.

19.4.4.2 Upon receipt of proof of registration, the Employer shall reimburse the approved amount.

- 19.4.4.3 A teacher receiving an award shall submit evidence of successful completion of the course within sixty (60) days of the end of the course. If such evidence is not received by the Manager of Human Resources, the teacher shall repay the amount received through a deduction from salary.

Section 20: School Determined Professional Development

20.1 Preamble

The Employer and the Teachers believe that professional development is necessary in order to improve teaching and learning. Professional development includes a variety of experiences which provide an opportunity for professional growth as well as an opportunity to be a part of an organizational vision.

- 20.2 By October 30 of every school year, the Employer shall make formula-based budgetary provision for School Determined Professional Development. This funding shall be allocated separately from school budgets and shall be administered collaboratively in each school. A Professional Development Committee shall be established in each school. With the exception of schools with staffs of fewer than three (3), the committee shall consist of one (1) principal plus a minimum of two (2) teachers.
- 20.3 Professional development opportunities may include conferences, professional exchanges, seminars, workshops, short courses, summer STF courses, webinars, school visits, and conventions.
- 20.4 All professional development expenses shall be reimbursed at current school division rates. This shall include mileage, hotels, parking, substitute teacher costs, and registration fees. Original receipts are required for hotels, parking, and registration.

Section 21: Preparation Time

21.1 Principles

The Prairie South School Division maintains its commitment to the curricular program through provisions of preparation time for teachers. This time is based on three (3) foundational principles:

- provision shall be equitable (just and fair);
- provision shall enhance the teachers' capacities to meet the needs of students; and
- provision shall enhance the school's capacity to be a learning community.

21.2 Definition

Preparation time is unassigned time (other than recess and lunch period) within the school day. The use of preparation time is determined by the teacher.

21.3 Allocation of Preparation Time

21.3.1 10% Preparation Time Within the School Timetable

10% preparation time shall be allocated to schools based on full time teaching equivalents.

The assignment of preparation time to individual teachers may be less than 10% in schools where administration in consultation with *all* staff, determines creative and practical ways to meet the needs of their teachers and school.

21.3.2 Common and Discretionary Preparation Time

21.3.2.1 There shall be five (5) common non-student preparation days scheduled by the Employer and the Calendar Committee.

There shall be four (4) preparation days to be scheduled at the teacher's discretion, as per the Guiding Principles (21.3.2.2). A substitute teacher shall be provided for each day.

21.3.2.2 Guiding Principles

- All preparation time is pro-rated according to the teacher's contract assignment, including principals with teaching assignments.
- Full-day preparation time is recommended wherever possible.
- Preparation days may be utilized in half-day increments but must be taken in an equal number of mornings and afternoons.
- Permission must be granted by the principal to utilize two or more preparation days consecutively.
- Teachers are expected to be at work during preparation days. Out-of-building preparation time must be approved by the principal.
- Preparation days shall not be taken in conjunction with EDO days.
- Preparation days shall be taken on student-contact days.
- Preparation days must be used by June 30 and will not be carried forward to the next year; nor will they be paid out if not used.

Section 22: Early Notice of Retirement

22.1 Teachers who have a minimum of ten (10) years of immediate prior continuous service with the Prairie South School Division who provide early notice of retirement, shall be granted an incentive of \$6000.

22.2 The incentive shall be pro-rated to the percentage of contract at the time of application and is subject to the following conditions:

22.2.1 Superannuation at June 30

- By January 15 of the applicable school year, the teacher must indicate, in writing, to the Manager of Human Resources, intent to retire on June 30 of the current school year.
- The teacher must meet eligibility requirements to superannuate.
- The teacher may choose the option to receive a cash payment (taxable) or a transfer to RRSP or annuity plans (tax deferred), if applicable.

22.2.2 Superannuation at end of Semester One

- By May 1 of the current school year, the teacher must indicate, in writing, to the Manager of Human Resources, intent to retire at the end of semester one of the following school year.
- The teacher must meet their first eligibility date of superannuation after June 30 of the current school year and by January 31 of the following school year.
- The teacher may choose the option to receive a cash payment (taxable) or a transfer to RRSP or annuity plans (tax deferred), if applicable.

22.3 Continuous service with the Employer shall include:

- secondment;
- maternity, adoption, or parenting leave;
- income continuance; or
- deferred salary leave (for the year of the leave).

22.4 Continuous service with the Employer shall not include leave of absence without pay.

Section 23: Deferred Salary Leave Plan

23.1 Definition

The Deferred Salary Leave Plan (DSLPL) shall enable a member of Prairie South Teachers Association to schedule and finance a one-year leave of absence. The one-year leave of absence shall be taken with pay provided for by deferring a percentage of salary for a specified number of preceding years.

23.1.1 Eligibility

The DSLPL shall be available for teachers employed in Prairie South School Division on permanent contracts.

23.1.2 Restrictions

The DSLPL shall be restricted to a one (1) year leave of absence called the “leave period.” Salary (not including allowances) shall be set aside in each of the preceding three (3), four (4), or five (5) years called the “deferral period.” The participant shall choose one of the three available deferral periods.

23.1.3 Leave Period

The leave period shall be one (1) school year, from the commencement of school in August or September to June of the following calendar year.

23.1.4 Deferral Period

The deferral period of three (3), four (4), or five (5) years shall be each of the three (3), four (4), or five (5) school years preceding the leave period.

23.1.5 Applications

Applications must be completed by the teacher prior to February 1 preceding the school year in which the deferral period is to begin. Applicants shall be notified within 45 days of receipt of their application as to whether or not their application has been approved.

23.1.6 Application Approval

When the application is approved, the teacher shall be required to sign a deferred salary contract supplied by the Employer. The deferred salary contract must be completed prior to June 1 of the school year preceding the first year of the deferral period.

23.1.7 Withdrawal from Plan

A teacher shall be required to take the planned leave of absence if they have not withdrawn from the plan prior to March 1 of the school year preceding the leave period.

23.1.8 Federal Regulations

The DSLP is subject to the changes to the regulations of Canada Revenue Agency and The Income Tax Act.

Should a discrepancy arise between this plan and The Income Tax Act, the Act shall prevail. The position shall be at the discretion of the Manager of Human Resources.

23.2 Terms and Conditions: *Please contact Human Resources.*

Section 24: Dispute Resolution & Grievance Procedures

24.1 Purpose

The purpose of the dispute resolution and grievance procedure is to deal with any questions regarding the interpretation, application, or alleged violation of any section or subsection of this agreement. It is believed that the best way to handle such disputes or grievance is to encourage a focus on problem resolution through engagement in open communication of the parties involved.

24.2 Disputes Between a Teacher and the Employer

Informal

Step 1: The teacher involved shall first attempt resolution by seeking information and clarification from those individuals who are most likely able to provide such information and clarification. This may include, but is not limited to, a LINC representative, the LINC Chairperson, the PSTA president, the Manager of Human Resources, and the Director.

Step 2: If, after such discussions a dispute still exists, the teacher(s) involved shall refer the dispute to the LINC Chairperson and shall seek resolution by using (a) or (b) below:

- a) The LINC Chairperson receives the complaint, gathers information, and makes known his/her interpretation to the individual(s) involved.
- b) The LINC Chairperson follows the process outlined in (a) but meets face to face with the individual(s) involved before making a final interpretation regarding the dispute.

In each of (a) and (b), the LINC Chairperson shall have fifteen (15) calendar days to make known their interpretations of the dispute.

Formal

Step 1: If a dispute still exists, the dispute now becomes a formal grievance and shall be written by the individual(s) involved setting forth:

- a) the section(s) of the agreement infringed upon or claimed to have been violated
- b) the nature of the grievance and the circumstances out of which it arose; and
- c) the resolution being sought.

The written grievance shall be submitted to the Manager of Human Resource within ninety (90) days of the individual(s) having access to the information that would make them aware of the alleged act causing the grievance. The Manager of Human Resources shall gather information as appropriate and shall make known his/her decision to the aggrieved within fifteen (15) days of receipt of the grievance.

Step 2: If the aggrieved is still dissatisfied, the individual may within fifteen (15) days submit the grievance to arbitration as provided for in *The Education Act, 1995 (Sections 261-263)*.

Step 3: Arbitration

- 24.3 In the event the initiator of the grievance fails to follow the procedure and the time limits established in this section, the grievance shall be deemed to be abandoned.
- 24.4 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall proceed to the next step.

