

Local Collective Bargaining Agreement

This Agreement made at Humboldt in the
Province of Saskatchewan

This 13th day of June 2016

Effective August 24, 2016 – June 30, 2020

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



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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, 2016 to June 30, 2020, 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 shall have his/her salary paid on a ten-month basis. Those teachers currently paid on a twelve-month basis have the opportunity to continue being paid on a twelve-month basis until the end of August, 2017.

2.2 Every reasonable effort shall be made to have monthly payments of salary issued by direct deposit by the 25th of 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 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 24, 2016 each substitute teacher shall be paid at 95% of Class IV Step 1 following the Provincial Agreement.
- 4.2 In the event that a substitute teacher teaches more than five (5) consecutive days for the same teacher, commencing on the sixth 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 his/her 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 tenth (10th) of the month subsequent to the month in which they taught.
- 4.6 Non-student days do not constitute an interruption in service.

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 employed for thirty (30) calendar days or more is entitled to all leaves and shall be pro-rated as per the number of school days included in the teacher’s contract and their FTE.

5.1 Bereavement Leave

- a) Leave with pay of up to (10) ten 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 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.

5.2 *Compassionate Leave*

- a) Leave with pay of up to five (5) school days shall be granted to a teacher in the event of a 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), parent, brother, sister, grandparent and grandchild.

5.3 *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.

3) STF Councilors Leave

Teachers who are STF councilors will be allowed to attend meetings called by the Director of Education (or designate), when requested to do so by a teacher requiring his/her services. In such circumstances, his/her attendance shall result in no loss of pay for the councilor.

5.4 *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.

AP – required for this section - pending

SECTION 6 - Maternity, Adoption, Paternity and Parenting

- 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, teachers shall be provided a leave of up to two (2) days, one (1) day with pay and one (1) day without pay to attend to the birth/adoption of the 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 #205, in consultation with the Director shall be placed in a position comparable to the position held prior to the leave.

AP – required for this section - pending

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 #205, in consultation with the Director shall be placed in a position comparable to the position held prior to the leave.

AP – required for this section - pending

SECTION 9 – Earned Days Off

- 9.1 Subject to approval by the principal or immediate supervisor, a teacher shall be able to access his/her EDOs on any day of the year, to a maximum of five (5) consecutive school days.
- 9.2 A teacher shall be able to use a maximum six (6) EDOs per year.
- 9.3 A teacher can carryover six (6) EDOs per year.
- 9.4 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.

- a) A maximum of one hundred and eighty (180) 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 1/197 of Class IV Step 1 of the Provincial Collective Agreement for every sixty (60) hours.
 - c) Any hours in excess of six (6) days will be paid out.
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 fourteen (14).
 3. At the teacher's discretion, any accumulated hours that are between zero (0) to sixty (60) may be carried over to the next year.

Administrative Procedure 262 –Extra Curricular

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 (EDO's), to a maximum of three (3) days per school year, for noon hour 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.

Administrative Procedure - 442 – Noon Hour Supervision

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.

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.
 - 10.1 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.
 - 10.2 Each teacher employed on a continuing or replacement contract will receive one-thousand, two-hundred dollars (\$1,200) per year for professional development.
 - 10.3 Teachers on a continuing or replacement contract of fifty percent (50%) or more shall receive full professional development funds.
 - 10.4 Teachers on a continuing or replacement contract of less than fifty percent (50%) shall receive six-hundred dollars (\$600) per year for professional development.
 - 10.5 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.
 - 10.6 The Board shall cover substitute costs to a maximum of two (2) days per teacher per school year for professional development.
 - 10.7 Teachers on a temporary contract will apply to the professional development committee and a recommendation will be provided to the Director for approval.
 - 10.8 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.
 - 10.9 PD 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 Rate. All other expenses incurred will be reimbursed upon submission of receipts. (Expenses will include: lodging, parking and meals.)

AP 417 – Teachers Professional Development

SECTION 11 – Non-Instructional Days

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

- 11.1 Two (2) of the non-instructional days will be at the teacher’s discretion including preparation time and collaboration with colleagues.
- 11.2 Two (2) of the non-instructional days will be decided by the principal in consultation with teaching staff to determine school-based professional growth. These days shall include learning improvement planning and/or school-based professional growth.

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
Coordinator	18% of the max of the teacher’s class
Speech and Language Pathologist	15% of the max of the teacher’s class
Assessment Coach	15% of the max of the teacher’s class
Curriculum Coach	15% of the max of the teacher’s class
Early Intervention Coach	15% of the max of the teacher’s class
Educational Psychologist	15% of the max of the teacher’s class
Literacy Coach	15% of the max of the teacher’s class
Band Director	10% of the max of the teacher’s class
Career Guidance Counselor	10% of the max of the teacher’s class.
Educational Technologist	10% of the max of the teacher’s class.
First Nation Liaison Officer	10% of the max of the teacher’s class.
Student Activities Administrator	10% of the max of the teacher’s class

12.2 Teachers, identified in this section, will be granted, prorated 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.

- 12.3 All teachers identified in this section, when directed by the Employer to travel, shall be compensated for mileage at the Board rate.

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

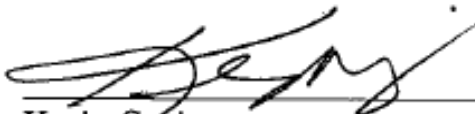
- 14.1 A grievance includes any difference of opinion which may arise as to the meaning, interpretation or application of a word, expression, or provision contained in this agreement.
- 14.2 A Grievance Review Committee (GRC) shall be convened upon the receipt of a grievance. The GRC shall consist of 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.

- 14.5 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.

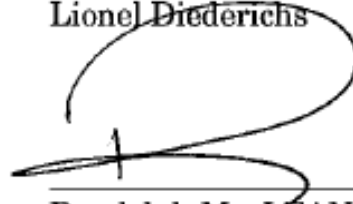
This agreement made at Humboldt in the province of Saskatchewan this 13th day of JUNE, 2016.

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

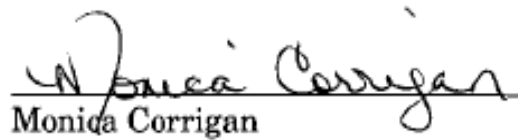

Kevin Garinger


Lionel Diederichs

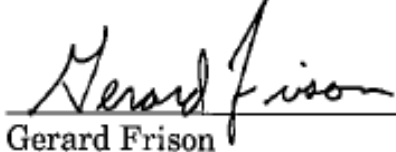

Marilyn Flaman


Randolph MacLEAN


Todd Gjvere



Monica Corrigan


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


Gerard Frison


Debora Johnson


Tessa Jordan


Robert Lissinna


Erin Richard

LETTER OF UNDERSTANDING #1

BETWEEN:

The Board of Education of the Horizon School Division No. 205 of Saskatchewan
(hereinafter called "the Employer")

AND

The Horizon Teachers Association
(hereinafter called "HTA")

RE: PROFESSIONAL DEVELOPMENT FUND


A teacher can retain a carryover in their P.D. account in excess of one-thousand, two-hundred dollars (\$1,200) for the 2016-2017 school year but all accounts for teachers with a contract of fifty percent (50%) or more for the 2017-2018 school year will start with one-thousand, two-hundred dollars (\$1,200).

In witness whereof, the parties have caused this Letter of Understanding to be executed this 13th
day of JUNE, 2016.


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



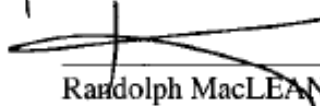
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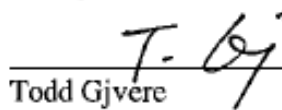
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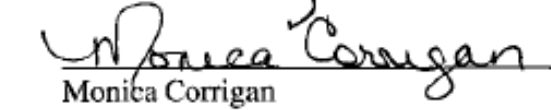
Marilyn Flaman



Randolph MacLEAN

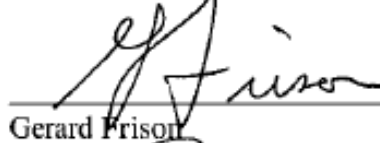


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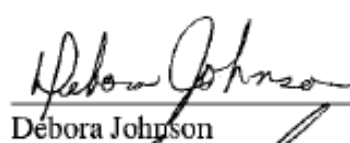


Monica Corrigan

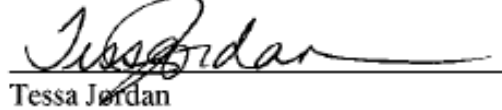
THE LOCAL IMPLEMENTATION AND NEGOTIATION COMMITTEE OF THE HORIZON
TEACHERS ASSOCIATION.



Gerard Frison




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Erin Richard

