L.I.N.C. Agreement

Between

The Prince Albert Roman Catholic Separate School Division No. 6

And

Teachers Of
The Prince Albert Roman Catholic
Separate School Division No. 6

July 1, 2016 to June 30, 2024

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LOCAL BARGAINING AGREEMENT

ARTICLE I - TERM OF AGREEMENT

This Agreement made at Prince Albert in the Province of Saskatchewan this 15th day of April, 2019.

BETWEEN

The Board of the Prince Albert Roman Catholic Separate School Division No. 6 of Saskatchewan, hereafter called "Board of Education"

AND

The Teachers of the Prince Albert Roman Catholic Separate School Division No. 6 of Saskatchewan, hereafter called "The Teachers" negotiated in accordance with the provisions of *The Education Act, 1995* and shall be effective from July 1, 2016 to June 30, 2024 unless otherwise noted.

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

All Articles of the Agreement between the Board of Education and The Teachers shall remain in effect until replaced by a new agreement.

ARTICLE II - MATERNITY, PATERNITY, ADOPTION LEAVE

- 2.1 Provisions of *The Labour Standards Act* with respect to Maternity Leave and Adoption Leave shall apply.
- 2.2 Extensions to Maternity Leave beyond the period provided by *The Labour Standards Act* must have the approval of the Board of Education.
 - Except as provided for under the provisions of the Supplemental Employment Benefit Plan established in accordance with the provision contained in the Provincial Bargaining Agreement, Maternity Leave shall be without pay.
- 2.3 Upon request, a male teacher shall be granted leave with pay for a period of up to two (2) school days for Paternity Leave.

Paternity Leave shall be used as follows:

- a. To attend at the birth of his child if the birth occurs on a school day.
- b. To be present if the mother and child return from the hospital on a school day.
- c. A combination of (a) plus (b) totaling two (2) school days.

- 2.4 In a case where adoption requires absence from work to take custody of a child, leave with pay shall be granted for a period of up to three (3) consecutive workdays.
- 2.5 Upon request, a teacher shall be granted parenting leave without pay for the purpose of being at home as caregiver to a new-born or newly adopted child for a period of up to thirty (30) weeks less any leave granted under this article.
 - a. Notwithstanding the above, the Board may grant additional parenting leave without pay upon application by the teacher.
 - b. The teacher shall be re-instated in the position occupied at the time the leave was requested or in a comparable position.

ARTICLE III – PROFESSIONAL ADVANCEMENT LEAVE

- 3.1 When the Board of Education grants Leave of Absence with pay to a teacher under section 237 of *The Education Act*, 1995 and the purpose of the leave is professional advancement for the teacher, whether known as sabbatical leave, educational leave, professional leave, assisted leave or otherwise the terms and conditions of this section shall apply.
- 3.2 When leave is granted by the Board of Education to a teacher for the purpose of conducting research, acquiring information through visiting other school divisions, attending educational conferences contributing to the professional growth of the teacher, or other purposes related to the welfare of the school division, the teacher shall suffer no loss of pay during the period of absence. The teacher may, at the discretion of the Board of Education, be reimbursed for the actual expense in carrying out the intent of the leave. Return service will not be required.
- 3.3 When a leave is granted by the Board of Education to a teacher for the purpose of engaging in further studies at a recognized college or university and if this has been at the request of the Board of Education to meet a particular need of the division, the teacher shall be paid regular annual salary and an expense allowance.
- 3.4 If a leave is granted under the condition in 3.3 above, the teacher shall give return service according to this formula:

% of Salary x mos. of leave = months of return
service 10 5

- 3.5 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 payment made to the teacher under this section together with interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no more than one (1) year following the date of the teacher's return to the employ of the Board of Education. Should the teacher successfully complete the educational requirements of the approved program during the first year of return service, such action will be deemed to have satisfied the conditions of the leave, and no repayment of funds will be required. Notwithstanding the foregoing, in the event of partial completion of the approved program, the Board of Education may, in its discretion, waive in full or in part the repayment of funds under this section.
- 3.6 Should the teacher fail to comply with this undertaking regarding return service, the teacher shall refund the full amount of the payment made under this article together with interest at the prime bank lending rate prevailing at the time the teacher returns to work. In the event there is partial compliance regarding return service, the amount of the refund shall be determined on a pro rata basis. Notwithstanding the foregoing, the Board of Education may, in its discretion, waive compliance by the teacher in whole or in part.
- 3.7 Notwithstanding anything contained herein, no legal liability will be attached to a teacher or the teacher's estate if, due to illness, permanent disability or death, the teacher is unable to fulfill his/her commitment.
- 3.8 Upon return to teaching following a leave of absence under this article, the teacher shall be placed in a position where, in the opinion of the Board of Education, the improved qualifications can best be utilized.
- 3.9 Where a leave of absence is granted under this Article, the teacher and the Board of Education shall execute a written agreement incorporating the appropriate terms and conditions stated herein.
- 3.10 If a teacher requests a leave for the purpose of engaging in further studies at a recognized college or university and if this leave is granted, the teacher may be granted a sum of money that is mutually agreed upon between the Board of Education and the teacher. The teacher shall make this request prior to January 30 of the year in which the teacher wishes this leave. The Board of Education shall notify the teacher of leave and sum of money, if any, within eight (8) weeks of the final date of application, and the teacher shall confirm this acceptance or rejection of the leave within two (2) weeks of being notified of it.
- 3.11 If a leave is granted under section 10 above, the conditions of 4, 5, 6, 7, 8, and 9 shall apply.
- 3.12 A teacher, upon request to the Director of Education or designate, may be granted leave of absence with or without pay at the discretion of the Board.

ARTICLE IV - BURSARIES

A bursary is defined as:

- 4.1 An amount of money that may be granted to a teacher for taking a university class or other course approved by the Professional Development Committee at summer school or during the school year, providing it does not involve a leave from teaching duties.
- 4.2 A teacher may receive bursary assistance upon application to, and approval by, the Professional Development Committee. Applications for bursary assistance will be invited in the fall of each year.

ARTICLE V - PROFESSIONAL DEVELOPMENT COMMITTEE

- 5.1 A committee will be formed at the beginning of each school year that includes a professional representative from each school and Catholic Education Centre representation. Support staff representation is also invited. The mandate of this committee is:
 - a. to develop and organize mandatory and voluntary in-service programs for professional and support staff
 - b. to survey staffs as required and recommend priority areas for professional development
 - c. to select recipients of bursaries as per Article IV of the Local Agreement.

<u>ARTICLE VI – SUBSTITUTE TEACHERS</u>

6.1 Substitute teachers shall be paid 1/200 of the minimum of their classification on the Provincial Salary Grid.

<u>ARTICLE VII – PAY PERIODS</u>

- 7.1 At the time of hiring, teachers shall have the option of selecting salary to be paid in ten (10) or twelve (12) monthly payments.
- 7.2 Teachers opting for a twelve (12) month pay period will inform the Board of their option by June 30. The pay option selected by the teacher will be effective the following fall term.
- 7.3 For teachers opting for either 10 or 12 monthly payments, payroll deductions will be made according to the current requirements of Revenue Canada, Teachers' Superannuation Commission (or Saskatchewan Teachers' Retirement Plan) and Saskatchewan Teachers' Federation.

7.4 Teachers will be paid on the 20th of the month, and if the 20th falls on a Saturday, Sunday, or other holiday, the teachers will be paid on the last teaching day prior to the 20th of the month. In June, teachers will be paid on the 20th of the month, except for teachers who are terminating their employment with the Board. Teachers on twelve (12) monthly payments terminating their employment effective June 30 of any year may be paid their retained earnings on the last day of June, if so requested in writing.

ARTICLE VIII - SPECIAL ALLOWANCES

8.1 Itinerant teachers, those who are required to travel during the regular school day (noon-hour, or during the morning or afternoon session) as a regular part of their teaching assignment, shall be paid a monthly travel allowance. The travel allowance is paid on a 10-month basis and calculated as follows:

Basic	X	of Schools Assigned	X	<u>Frequency</u>
Allowance		Total # of Schools		Week

Basic allowance is \$175.00 per month. Minimum monthly travel allowance paid under this clause is \$40.00 per month.

- 8.2 A teacher who is assigned to work in more than one school, but is not required to travel on a regular basis during the school day (if he/she is required to travel occasionally for staff meetings), will be paid a travel allowance equal to two minimum travel allowances, the first payable in October and the second in February.
- 8.3 A Consultant is a teacher who has been assigned school division responsibility for the coordination of work in a particular area. The Consultant functions in the schools in an advisory capacity to assist teachers and other staff members by demonstrating techniques and offering advice in the specific area.
 - A Consultant shall be paid an allowance of 5% of the minimum of his/her salary classification according to the Provincial Collective Bargaining Agreement for teachers. This allowance shall be pro-rated for teachers assuming part-time Consultant positions. The allowance is paid only during the time in which the teacher is filling the position of Consultant.
- 8.4 A Coordinator is a person whose role in the school division is to plan, develop, implement, and evaluate system initiatives.

A Coordinator shall receive an annual allowance of 18% of maximum Class VI according to the Provincial Collective Bargaining Agreement for teachers. This allowance shall be prorated for teachers assuming part-time positions. The allowance is paid only during the time in which the teacher is filling the position of Coordinator.

No teacher employed within the division shall suffer a reduction in salary (including allowances) when moving to the position of Coordinator. He/she shall receive the higher of the allowance as shown in the Collective Bargaining Agreement or salary (plus allowance) that he/she received immediately prior to being appointed Coordinator.

8.5 An Educational Psychologist is a person who is responsible for the psychological assessments of students and the subsequent follow-up.

An Educational Psychologist shall receive an annual allowance of 15% of his/her salary classification according to the Provincial Collective Bargaining Agreements for teachers. This allowance shall be pro-rated for teachers assuming part-time positions. The allowance is paid only during the time in which the teacher is filling the position of Educational Psychologist.

No teacher employed within the division shall suffer a reduction in salary (including allowances) when moving to the position of Educational Psychologist. He/she shall receive the higher of the allowance as shown in the Collective Bargaining Agreement or salary (plus allowance) that he/she received immediately prior to being appointed Educational Psychologist.

ARTICLE IX – GRIEVANCE PROCEDURE

- 9.1 When a teacher has a grievance pertaining to this Agreement, the teacher shall bring the matter to the attention of his/her immediate supervisor within five (5) work days of the infraction for discussion and resolution. Such resolution, if not rendered at the time of discussion, shall be rendered within five work days of it having been brought up.
- 9.2 If the resolution by the immediate supervisor is not satisfactory to the teacher, the teacher may, within five (5) work days of the resolution being given by his immediate supervisor, present the grievance in writing to the Director of Education or designate, who will, within ten (10) work days, give a solution in writing to the teacher.
- 9.3 If the matter is not resolved satisfactorily, the teacher may, within ten (10) work days of resolution being rendered by the Director of Education or designate, refer it in writing to the Chairperson of the Teachers' Local Bargaining Committee and arrange to resolve the grievance.
- 9.4 When the School Board has a grievance it may contact the Chairperson of the Teachers' Local Bargaining Committee in writing, within thirty (30) work days of the alleged infraction and arrange to resolve the grievance.

- 9.5 If, within twenty (20) work days of the filing of the grievance by the Chairperson of the Committee involved, the respective committees have not resolved the grievance, it may be referred to arbitration by either party, as provided in section 261 of *The Education Act*, 1995.
- 9.6 In the event that the initiator of the grievance fails to follow the procedure within the time limits established in this article, the grievance shall be deemed to be abandoned, unless the parties mutually agree to an extension of time stipulated herein.
- 9.7 Where the recipient of the grievance fails to respond within the time limits prescribed herein, the griever may advance the grievance to the next step. The Board of Arbitration shall not be vested with the power to change, add to, delete, or amend the terms of the Agreement. However, the parties to the grievance shall be bound by the decision of the Board of Arbitration.

<u>ARTICLE X – PERSONAL DAY</u>

- 10.1 In recognition of leadership at the school, parish and community level, each full-time teacher shall be granted one (1) day personal leave with pay per school year. However, if a teacher has been on leave, the personal day shall be pro-rated.
- 10.2 Teachers shall be able to carry forward a maximum of two (2) personal days into the next school year; total accumulation not to exceed three (3) days. There is no pay-out of days not used.
- 10.3 Personal leave under this article cannot be used on a designated Professional Development Day.
- 10.4 Part-time teachers and those on temporary contracts shall be entitled to personal leave according to this article; however, the entitlement shall be pro-rated in accordance with the time employed.

ARTICLE XI - EMERGENCY DAY

- 11.1 Teachers shall be entitled to one day of emergency leave with pay per school year for emergencies beyond the control of the teacher. Notification shall be made to the Director of Education through the in-school administrator.
- 11.2 The Director of Education may request a written explanation from the teacher for the request for emergency leave.
- 11.3 Part-time teachers and teachers on temporary contracts shall be entitled to emergency leave in accordance with their regularly scheduled teaching time on the day on which the emergency beyond their control occurs.

ARTICLE XII – EARNED DAY OFF

- 12.1 In light of the fact that extra-curricular activities fall outside of the role of the teacher as defined in The Education Act, 1995, a teacher who provides forty (40) hours or more of Board-approved extra-curricular service may earn time off only once hours have been accumulated and approved.
- 12.2 Clauses 12. 2 to 12.17 will be in effect July 1, 2019.
- 12.3 Extra-curricular activities are defined as activities that are occurring outside instructional hours (determined by the beginning and ending bell times of the school day) that directly involve the participation of students and may involve the participation of parents with teacher supervision.
- 12.4 Extra-curricular activities do not include activities related to the preparations or duties that fall in the realm of assigned teacher time duties as defined in the Provincial Collective Agreement Article 17 and/or the Education Act Section 231. (For example, a teacher may not accrue extra-curricular service hours for services such as and not limited to: preparation of teaching duties such as marking, unit planning, parent/teacher/student conferences, participation in professional committees, etc.)
- 12.5 Extra-Curricular activities can be submitted for lunch activities as per the approved list below. The time is limited to time determined by the beginning and end bell times of the lunch bells of the school day.
- 12.6 Extra-curricular service hours can only be submitted if no other compensation is being provided for the service rendered. (For example Service hours cannot be submitted for financially compensated time such as being a paid referee).
- 12.7 Extra-curricular service hours can only include time associated with extra-curricular activities and it is understood that any time submitted for preparations are directly associated to the extra-curricular approved activity only. (For example, some preparation time is required to do the extra-curricular activity with students/parents).
- 12.8 The extra-curricular activities can fall under 6 categories as listed below. All activities must be aligned with the Catholic School Board of Education's aims and goals and preapproved by the Principal. The 6 categories are as follows with corresponding parameters:
 - 12.8.1. Category 1- High-School Athletics- All SHSAA athletics sports activities governed by the SHSAA and approved by the Board of Education.
 - 12.8.2. Category 2- Elementary School Athletics/PAC- All sports activities deemed appropriate by the Principal and are approved by the Board of Education.
 - 12.8.3. Category 3- Student Clubs- All school-based student clubs deemed appropriate by the Principal and are approved by the Board of Education. Examples may include but is not limited to Rosary Club, Mock Trial Club, Chess Club.
 - 12.8.4. Category 4- Arts and Music- All activities with students engaged in choirs, musicals, band and other arts and music activities deemed appropriate by the Principal and are approved by the Board of Education.
 - 12.8.5. Category 5- School Community Building Events- All school community building events deemed appropriate by the Principal and are approved by the Board of Education. This category includes activities where students

- attend and parents may be invited to attend (examples include but not limited to Christmas concert, Pancake Breakfast for Shrove Tuesday, Masses and Celebrations, etc.).
- 12.8.6. Category 6- School Program Support Activities- All school program support activities must deemed appropriate by the Principal and are approved by the Board of Education. These activities involve and support the student programs of the school (examples include but not limited to cross walk/safety patrol, weight room supervision, year book, play day/track and field set up, library helpers, referee, awards, school community council teacher representative and other activities).
- 12. 9 A teacher may redeem forty (40) accumulated approved extra-curricular service hours for an earned ½ day off. A teacher may take a maximum of 3 earned days off per year.
- 12.10 In the event that the approved extra-curricular service hours are not redeemed during the school year in which they are accumulated, the hours will be carried forward. This clause will come into effect for approved hours accumulated after August 24, 2012.
- 12.11 Earned extra-curricular days off may be combined with personal leave days to a maximum of five (5) days per school year.
- 12.12 A teacher may redeem 120 hours of approved extra-curricular service for a \$250.00 lump sum payout. A teacher may receive a maximum of \$500.00 in payout per school year. All requests to redeem the approved accumulated extra-curricular service hours must be presented to the director in writing no later than June 30th of each year.
- 12.13 A teacher who commences an approved leave and who has accumulated approved extracurricular service hours prior to the leave, shall bank those hours and resume accumulating service hours upon returning from leave.
- 12.14 Overnight trips will be credited as six (6) hours of extra-curricular time on school days and twelve (12) hours on non-school days.
- 12.15 The earned days off under this Article cannot be used on a designated Professional Development day.
- 12.16 Article 12 shall apply equally to part-time teachers and those on temporary contracts.
- 12.17 All extra-curricular service hours that are accumulated must be submitted for approval no later the following time frame:
 - 12.17.1. Extra-curricular service hours accumulated during August, September and October must be submitted by November 7th of that school year.
 - 12.17.2. Extra-curricular service hours accumulated during November and December must be submitted by January 7th of that school year.
 - 12.17.3. Extra-curricular service hours accumulated during January and February must be submitted by March 7th of that school year.

- 12.17.4. Extra-curricular service hours accumulated during March and April must be submitted by May 7th of that school year.
- 12.17.5. Extra-curricular service hours accumulated during May and June must be submitted by the last day of that school year.
- 12.17.6. If an extra-curricular activity occurs on or after the last working day of the school year then the entry must be submitted no later than June 30th of that school year school.
- 12.17.7. It is understood that if the entry was not made prior to the deadlines as stated above, then the entry will not be approved.
- 12.18 Accumulated approved extra-curricular service hours may only be redeemed during the teacher's term of employment.

ARTICLE XIII – COMPASSIONATE LEAVE

- 13.1 A teacher shall be granted leave with pay as per the following schedule in the event of death in the immediate family (as defined below) of the teacher/teacher's spouse. The actual number of days granted shall be at the discretion of the Director of Education and based on the following:
 - parent, spouse or child up to five (5) days, if required
 - brother, sister three (3) to five (5) days, if required
 - grandchild one (1) to three (3) days, if required
 - grandparent one (1) day, plus travel time, if required
 - aunt, uncle, niece, nephew one (1) day
- 13.2 For the purpose of this article, immediate family is defined as: spouse, parent, brother, sister, child, grandparent, grandchild, or a person with whom the teacher had an especially close relationship in the family.
- 13.3 Upon extenuating circumstances, teachers may apply to the Board for extended bereavement leave.
- 13.4 Any leave granted under this article must be taken within the period commencing one week before and ending one week after the funeral relating to the death in respect of which the leave is granted.
- 13.5 In the event that a teacher is required to assist with, or officiate at, a funeral outside that covered in section 13.1, bereavement leave to a maximum of one (1) day per occasion will be available. Should additional time be required, the employee may apply for personal leave without pay.
- 13.6 A close friend's funeral may be attended, provided that the time required is one half day or less, and that internal arrangements for coverage of the teacher's duties can be made. If the funeral is outside the Prince Albert area, the teacher may apply for additional leave.

ARTICLE XIV - PREPARATION TIME

The school board supports the principle and value of preparation time for each teacher for the purpose of classroom and instructional improvement.

Preparation time is 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 the students. 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 is teachers' time to collaborate and consult, plan and prepare, research, evaluate, and reflect.

Teachers will exercise professional responsibility regarding their choices for the use of this time in a manner that is consistent with the duties of teachers as described in *The Education Act, 1995*. Teachers shall be accountable to the principal for the appropriate use of preparation time in accordance with current school division policy.

- 14.1 In order for teachers to meet the needs of the students, the system and the community better, the Board of Education will include in its annual planning requirements, an allotment of preparation time for all teaching staff.
- 14.2 Full-time teachers at École St. Mary High School shall receive a minimum of 15% preparation time, within the school timetable (instructional day of the students that is determined by the beginning and ending bell times of the school). The preparation time will be provided over a 4-semester time period.
 - It is understood that a teacher may experience two consecutive semesters without preparation time as the teacher completes one four-semester cycle and begins their next cycle.
- 14.3 Elementary and middle years teachers shall receive a minimum of 12.5% preparation time, within the school timetable (instructional day of the students that is determined by the beginning and ending bell times of the school). In addition, elementary and middle years teachers shall receive an equivalent of 4 non-instructional school days for the purpose of preparation time.

It is understood that the four non-instructional days for preparation time may be provided in a combination of full or half days scheduled on the school division calendar. An attempt to balance the distribution of these days throughout the year will occur with some consideration given to times in the year of student assessment and evaluation. The school division calendar is subject to the Board of Education's final approval.

Article 14.3 as revised is effective for the 2019-2020 school year.

- 14.4 Preparation time shall be pro-rated to the percent of teaching time assigned for teachers who teach less than the full instructional day.
- 14.5 When a teacher is requested by the in-school administrator and agrees to give up the teacher's scheduled preparation time to provide necessary coverage within the school, the preparation time that the teacher has given up shall be rescheduled at a time mutually agreed upon by the teacher and the in-school administrator.
- 14.6 No claim shall be made for the provision of preparation time that has been superseded by a school-approved event.

Signed on behalf of the Board of Education of the Prince Albert Roman Catholic Separate School Division No. 6.

Board Chair

Trustee

Trustee CFO

Director of Education

Signed on behalf of the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6

LINC Teacher Negotiating Chair

LINC Teacher Negotiating Member

LINC Teacher Negotiating Member

LINC reacher Negotiating Member

Original Signed

APPENDIX "A"

DEFERRED SALARY PLAN

BACKGROUND

The reason for tax sheltered deferred salary plans initially was to finance an unpaid leave of absence and to defer income tax.

Teachers who have accessed deferred salary plans speak more to such benefits as: rejuvenation, providing young teachers opportunity to teach, opportunity to try something different, whether it be further schooling or other work and so on.

- 1. The purpose of the Deferred Salary Leave Plan is to provide a teacher with one-year leave of absence in conjunction with a period of continuous employment by the school division.
 - a. the terms of the Deferred Salary Plan, inclusive of service and leave are three (3), four (4) or five (5) years.

ELIGIBILITY

2. To qualify for a Deferred Salary Leave Plan, the teacher must have been in the employ of the school division for a period of at least two (2) years prior to entering the Plan. The teacher would become eligible to apply during their third (3rd) year of teaching.

APPLICATION

3. To enter the Plan in the fall of any given year, the teacher shall make application to the Board of Education not later than May 30 of that year.

CRITERIA

- 4. Upon the acceptance to the Plan by the Board of Education, the teacher shall arrange to have the deferred salary held in trust, a savings account, or invested in an account specified to the school division Chief Financial Officer and deposited in the designated account. The interest gained shall be dependent upon the terms of the account the teacher arranges.
 - a. Upon entering the Plan, the teacher shall defer the respective percentage of net annual professional salary to the Deferred Salary Leave Plan for each of the years that the salary is deferrable. These percentages are thirty-three point three (33.3), twenty-five (25) or twenty (20) for three-(3), four-(4) or five-(5) year terms respectively.

- b. The teacher shall notify the school division Director of Education of the intention to take Deferred Salary Leave Plan leave of absence by March 31 of the year in which the said leave is to begin.
- c. Deferred Salary Leave Plan leave of absence shall be granted for the last school year of the respective term of the Plan.
- d. In the event of unforeseen circumstances which would prevent the teacher from taking the Deferred Salary Leave Plan leave of absence during the term of the Plan, the said leave may be postponed to a later year by mutual written agreement between the teacher and the said Board.
- e. The teacher entering the Plan shall be free to pursue any activity desired during the Deferred Salary Leave Plan.
- f. Upon returning to the school division, the teacher shall be reinstated to a position held prior to the Deferred Salary Leave Plan leave of absence, or such other position as was mutually agreed to in writing prior to the commencement of the said leave, or a position as similar as possible to the position held prior to the commencement of the Deferred Salary Leave Plan upon discussion with the Board of Education and the teacher.
- g. The pay periods shall be arranged with the Chief Financial Officer before the leave takes place.
- h. In any given school year, no more than five (5) teachers shall be absent due to Deferred Salary Leave Plan.
- 5. The Board of Education shall supply to the applicants by April 15 the up-to-date version of the booklet of the Deferred Salary Leaves by the STF.
- 6. Changes to the Deferred Salary Leave Plan may be made effective on any annual anniversary date of entrance into the Plan.
 - a. If a teacher is required to temporarily discontinue teaching but remains in the employ of the school division, the teacher may request in writing that the Deferred Salary Leave Plan be suspended for the period of absence and the Board shall grant such an extension.
 - b. The teacher may, due to unforeseen circumstances, find it necessary to opt out of the Plan prior to completion. Such an arrangement shall transpire on the subsequent anniversary date.
 - c. In the event that employment of the teacher in the school division is terminated while the teacher is in the Deferred Salary Leave Plan, the statutory requirements will prevail, and any deferred fund will be paid out along with the final pay period.

Letter of Understanding No. 1 Preparation Time Model for Pre-Kindergarten and Kindergarten Teachers

The Board of Education and the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6 agree: The school board supports the principle and value of preparation time for each teacher for the purpose of classroom and instructional improvement.

Preparation time is 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 the students. 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 is teacher time to collaborate and consult, plan and prepare, research, evaluate, and reflect.

Teachers will exercise professional responsibility regarding their choices for the use of this time in a manner that is consistent with the duties of teachers as described in *The Education Act, 1995*.

Teachers shall be accountable to the principal for the appropriate use of preparation time in accordance with current school division policy.

In recognition that the program hours delivery model is different for Pre-Kindergarten and Kindergarten Students, the teachers of these programs agree to have a preparation time model reflective of the following and agree:

- Preparation time for Pre-Kindergarten teachers and Kindergarten teachers may be any combination of
 preparation time during instructional day or non-instructional days of the students that is determined by the
 beginning and ending bell times of the school.
- 2. The preparation time will equate to 12.5% and 4 days of any combination of instructional day and/or non-instructional days for students.
- 3. Every attempt to balance the time over the school weeks and year will be considered.
- 4. It is understood that preparation time may be provided in longer blocks of time such as half days scheduled by the school division.
- 5. This will be effective August 31, 2019.

Signed at Prince Albert, Saskatchewan this/ 5	day of April 20 19
Signed on behalf of the Board of Education of the Prince Albert Roman Catholic Separate School Division No. 6.	Signed on behalf of the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6
AA J	Chantelle andersa
Original Signed	fully

Letter of Understanding No. 2 Recognition of Voluntary Lunch Period Supervision

The Board of Education and the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6 agree:

that the spirit of this letter of understanding is guided by the Education Act, 1995 Section 231 (2) (d) "A teacher shall maintain, in cooperation with colleagues and with the principal, good order and general discipline in the classroom and on the school premises." The School Board supports the principle and value of teachers voluntarily assisting in lunch period supervision and services will be recognized under the following conditions.

A lunch period is defined as the time that students eat lunch and have a break period for the remainder of the lunch period as set by the Board of Education as required by the Education Act, 1995. Teachers who volunteer to do lunch supervision shall be accountable to the principal for the lunch period supervision.

A teacher who volunteers to do lunch period supervision agrees to the recognition of service model agreed upon in this letter of understanding:

- 1. A teacher who agrees to do lunch period supervision for the school division is eligible to earn pay for each lunch period at the Board rate and/or time in lieu as described below.
- 2. A teacher must indicate in writing at the beginning of the school year if they wish to volunteer to do lunch period supervision and must indicate how they will be reimbursed for services from the two options listed below:

Recognition of Service Option 1- Pay for each lunch period supervision

Pay for each lunch period worked at the rate of the Board (\$15 per lunch period).

Recognition of Service Option 2- Combination of time in lieu and pay for lunch period supervision

- Time in lieu will be awarded at the rate of 1/2 day for 10 lunch periods worked to a maximum of earning up to 2 days in lieu in a school year.
- When a teacher exceeds the increment agreed upon (10 lunch periods for ½ day in lieu, 20 lunch periods for 1 day in lieu, 30 lunch periods for 1.5 days in lieu or 40 lunch periods for 2 days in lieu), the remainder of the lunch periods worked in a school year will be on a pay per lunch period basis at the Board rate.
- This option for time in lieu shall be awarded upon completion of each 10 lunch period increments to a maximum of 40 lunch period increments. If an accruable increment is less than 10 lunch periods, it is understood the remainder of the lunch periods will be paid.

Understandings for Both Recognition Options

- a) A commitment of a teacher for voluntarily providing supervision services will be requested at the beginning of the school year or upon start of employment (if at another time of year).
- b) Each lunch period worked must be entered in the employee self service module no later than the last working day of each week. No entries in the school division reporting system, after the last working day of each week, will be approved. If corrections to the entry are required, a delay in pay (to the next pay period) may occur.
- c) Any payment for lunch period supervision will be reflected in the next pay period with the appropriate deductions.
- d) A teacher who agreed to do supervision must provide 5 months' notice in writing if they are going to cease voluntarily agreeing to do lunch period supervision. However, if a teacher ceases volunteering

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- to supervise, the first right of refusal would be given to the teachers who maintained supervision in the previous year.
- e) When the teacher agrees to volunteer to do lunch period supervision by choosing Option 2, the time in lieu (up to 2 days) will be awarded in a time in lieu bank at the beginning of school year.
- f) Requests for leaves using the time in lieu will be approved if operationally feasible (example and not limited to subs must be available). For instance, if a sub is not available, the leave will not be approved.
- g) No requests for leave will be considered before the first working day of school for that school year.
- h) The time in lieu must be used in the same school year as accrued and can be used with other days as per policies and agreements up to a maximum of 5 days away at any given time.
- i) Teachers are required to attend Student-Parent-Teacher Conferences. Therefore, if time in lieu is requested on the day of the Student-Parent-Teacher Conferences, the teacher must understand that they are responsible to be present at the Student-Parent-Teacher Conferences.
- i) No portions of less than 10 lunch periods of supervision will be considered for time in lieu.
- k) If a change in teacher's status occurs and the time in lieu was taken before the supervision occurred, the teacher agrees that pro-rated salary will be deducted at the rate of a substitute teacher.
- I) If a staff member has not been able to use the time in lieu before the end of the school year for any reason then the school division will pay the staff member, at Board rate (\$15 per lunch period), for lunch periods that were worked.

Timelines

- January 1, 2020 to June 30, 2020 Propose to start after Christmas, when operationally feasible, to offer both Recognition of Service Options with the following modifications:
 - Recognition of Service Option 2- Combination of time in lieu and pay for lunch period supervision will have time in lieu awarded to a maximum of 1 day in lieu only for the remainder of the school year *January 1, 2020 to June 30, 2020*. All other conditions and understandings apply. The teachers who are currently providing lunch period supervision will be given first right of refusal to continue supervising and will choose the preferred recognition of service option.

Letter of understanding time period start of August 25th, 2020 to June 30, 2024.

Signed at Prince Albert, Saskatchewan this	5th day of elecember, 20 19
Signed on behalf of the Board of Education of the Prince Albert Roman Catholic Separate School Division No. 6.	Signed on behalf of the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6
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