



LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

**BETWEEN: THE BOARD OF EDUCATION OF THE PRAIRIE VALLEY
SCHOOL DIVISION NO. 208**

AND

THE TEACHERS OF THE PRAIRIE VALLEY SCHOOL DIVISION NO. 208

July 1, 2009 to June 30, 2013

INDEX

SECTION 1 – Term of Agreement.....	2
SECTION 2 – Leaves.....	3
2.1 Compassionate Leave	3
2.2 Maternity/Parenting/Adoption Leave	3
2.3 Special Leaves	3
2.4 Long-term Leave of Absence Without Pay	5
2.5 Professional Enhancement Opportunities	5
2.6 Deferred Salary Leave Plan	9
SECTION 3 – Preparation Time.....	10
SECTION 4 – Personal Professional Development Account (PPDA).....	10
SECTION 5 – Pay Periods	11
SECTION 6 – Local Association Fees.....	12
SECTION 7 – Employment Insurance Rebate	12
SECTION 8 – Substitute Teachers.....	13
SECTION 9 – Special Allowances.....	13
SECTION 10 – Travel, Sustenance, Lodging, and Other Expenses	14
SECTION 11 – Noon Supervision	14
SECTION 12 – Extra-Curricular Activities.....	14
SECTION 13 – Service Recognition Days (SR Days).....	15
SECTION 14 – Early Notice of Superannuation	16
SECTION 15 – Emerging Issues	16
SECTION 16 – The Greivance Process	16

LOCAL COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS

BETWEEN: The Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan, (hereinafter called “**the Board**”)

AND: Teachers of the Prairie Valley School Division No. 208 of Saskatchewan (hereinafter called “**a teacher**”)

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

This agreement made at the Town of Balgonie in the Province of Saskatchewan this 14th day of March, 2012.

AGREEMENT

Unless the context otherwise requires it, 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 reduced to writing 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.

PREAMBLE

The Prairie Valley Teachers' Association and the Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan affirm their shared commitment to a culture that holds the greater good of publicly funded education at the forefront of their behaviors.

This culture is characterized by trust, mutual respect, consultation, cooperation and transparency while seeking to build positive relationships and share common understandings.

This agreement is intended to support the interests of both the teachers and the Board of Education, to that end, the parties to this agreement affirm the value of communication and consultation between them and agree to promote and foster positive and effective working relationships.

SECTION 1 – Term of Agreement

- 1.0 This agreement shall be effective from July 1, 2009 until June 30, 2013 and thereafter until revised in accordance with *The Education Act, 1995*.

SECTION 2 – Leaves

2.1 Compassionate Leave

- 2.1.1 A teacher shall be granted leave with pay, by the principal, for a period of up to and not exceeding five (5) school days in the event of a death of a member of a teacher's immediate family or the immediate family of a teacher's partner.
- 2.1.2 A teacher shall be granted leave with pay, by the principal, for a period up to and not exceeding five (5) days per school year when critical illness or injury (life threatening or in danger of death) of a member of the immediate family requires a teacher's immediate attention. An employee may be required to provide, as soon as reasonably possible, a medical certificate verifying a life threatening illness.
- 2.1.3 For the purpose of this section, "immediate family" is defined as a partner, child, parent, guardian, sibling, grandparent, grandchild, aunt, uncle, niece or nephew of a teacher or of a teacher's partner (Child includes a stillborn baby or miscarriage).
- 2.1.4 A teacher shall be granted up to one (1) day leave with pay, by the principal, to act in an official capacity at a funeral. Official capacity would include being a pallbearer or eulogist.
- 2.1.5 Compassionate leave beyond the circumstances described in 2.1.1 to 2.1.4 may be granted at the discretion of the Director or designate upon receipt of a written request.

2.2 Maternity/Parenting/Adoption Leave

- 2.2.1 A teacher shall be granted maternity leave, parenting leave, and adoption leave in accordance with *The Labour Standards Act* and the Provincial Collective Bargaining Agreement.
- 2.2.2 Insofar as is reasonably possible, a teacher shall be reinstated to the position and locality occupied prior to the leave.
- 2.2.3 Parenting/Adoption Leave – leave of up to two (2) days with pay shall be granted, by the principal, to a parent at the birth/adoption of a child.

2.3 Special Leaves

- 2.3.1 A teacher shall be granted leave with pay, by the principal, for up to one (1) day per school year on the day of the high school graduation of child **OR** the post-secondary convocation/graduation of self, partner and/or child.
- 2.3.2 A teacher shall be granted leave with pay, by the principal, for one (1) day for defense of the teacher's thesis or dissertation.

- 2.3.3 A teacher shall be granted leave with pay, by the principal, 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 a teacher holds a key office or executive position or in order to attend a provincial, national, or international event in which the teacher actively participates and qualifies for as a result of a recognized competition. Up to two (2) additional days may be approved with or without pay by the Director or designate upon request.
- 2.3.4 The Executive of the Prairie Valley Teachers' Association (PVTA) shall be granted up to an aggregate of twenty (20) days with pay per school year to carry out executive duties. The PVTA shall reimburse the Board for all substitute costs. Payment shall be made by June 30th of the school year.
- 2.3.5 Leave with pay for emergency purposes only and for a period not exceeding one (1) day per school year shall be granted to a teacher by the principal. Emergency leave is defined as disaster, fire, and/or flood. The principal shall notify the Director or designate of any such leave. Additional days with or without pay may be approved by the Director or designate upon request.
- 2.3.6 Leave with pay for adverse travel conditions only and for a period not exceeding one (1) day per school year shall be granted to a teacher by the principal. Additional days with or without pay may be approved by the Director of Education or designate upon request.
- 2.3.7 Teachers shall be granted leave with pay to a maximum of two (2) days in any one school year to attend to family health-related matters concerning immediate family. Health-related is defined as medical/dental/optical appointments, unforeseen illness, injury, or family counseling. Immediate family is defined as partner, parent, or child.

An employee on less than full-time contract shall be granted leave under this section in proportion to the percentage of teaching time specified in his or her contract.

Should a similar leave become part of the provincial agreement, the negotiated provincial agreement must meet or exceed the local contract agreement in order for the provincial agreement to take precedence. The agreement that provides the greatest benefit will take precedent and will constitute the total eligible benefit.

- 2.3.8 A teacher shall be granted leave without pay in order to conduct personal business. Such leave shall not exceed two (2) days per school year. Except for the conditions outlined below, a teacher need only notify the principal for the purpose of taking this leave.

2.3.8.1 Personal leave without pay used in conjunction with service recognition days requires the approval of the Director or designate.

2.3.8.2 Personal leave without pay shall not be used on non-student days, excluding staff meeting, school PD, PLC and teacher planning days, except in exceptional circumstances and with the approval of the Director or designate.

The principal shall notify the Director or designate of any such leave.

2.4 Long-term Leave of Absence Without Pay

2.4.1 A teacher may be granted leave of absence without pay for a period of up to fourteen (14) consecutive months. A teacher's application for such leave shall be submitted in writing to the Board four (4) months prior to the date when the leave is to commence. The Board shall notify a teacher within six (6) weeks of the final day for application, and a teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.

2.5 Professional Enhancement Opportunities

2.5.1 Educational Leave

- a) Purpose:
The Board may grant educational leave to support teachers in undertaking an extended program of study to satisfy a need in the school division. Upon determination of any "needs within the division" this information will be shared with all teachers prior to January 31 of any given year. The Board shall not grant more than two per school year.
- b) Preservice Requirements:
Two (2) years with the Prairie Valley School Division.
- c) Remuneration:
Award equal to 50% or more of salary.
- d) Return Service Agreement:
In the event of failure to return to the employ of the Board for three (3) years or to successfully complete the program, a teacher shall refund on a prorated basis the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award. In the event of death or disability of the teacher the repayment shall be waived.
- e) Application for Leave:
A teacher shall apply for leave of absence under this section no later than four (4) months prior to the proposed commencement of the leave but no later than March 31st of a school year.

Human Resources shall Chair and present request(s) to a committee consisting of the Chairpersons of the LINC, the President of the Prairie Valley Teachers' Association, Superintendent of Curriculum and Learning, and Superintendent of School Operations. The committee shall review the request and make a recommendation to the Director including the remuneration as set out in Section (c).

The Director shall give a final decision on the request after receiving the recommendation of the committee and considering the needs of the school division. The Director shall notify the teacher of his/her decision within six (6) weeks of the final date for applications, and a teacher shall confirm acceptance or rejection of the leave within two (2) weeks of being notified of it.

2.5.2 Session Awards

- a) Purpose:
The Board may grant session awards to support teachers in taking a post-secondary or specialized training course(s).
- b) Preservice Requirements: None
- c) Amount of Award:
Equal to the full amount of tuition or as determined by the Selection Committee.
- d) Return Service Agreement:
Successful applicants must return to the Board for at least one (1) school year for award(s) granted. In the event of failure to return to the employ of the Board, a teacher shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award. In the event of death or disability of the teacher the repayment shall be waived.

The Session Award shall be paid upon proof of successful completion of the post-secondary or specialized training course(s).

- e) Selection Procedure:
Human Resources shall Chair and present request(s) to a committee consisting of the Chairpersons of the LINC, the President of Prairie Valley Teachers' Association, Superintendent of Curriculum and Learning, and Superintendent of School Operations. The committee shall review and approve the requests according to the needs of the school division. The committee shall provide an annual report on the utilization of Session Awards to the Director of Education.

- f) Upon the identification of “need within the division” teachers will be advised of such need to allow teachers time to express an interest.

2.5.3 Board Initiated Educational Awards

- a) Purpose:
The Board may initiate and provide educational awards to support teachers in taking a post-secondary or specialized training course to satisfy a need in the school division. Upon determination of any “needs within the division” this information will be shared with all teachers prior to January 31 of any given year.
- b) Pre-service Requirements: None
- c) Amount of Award:
The award will generally cover the tuition and/or registration fee, books and costs of travel, accommodation and meals as determined by the Director or designate.
- d) Return Service Agreement:
Successful applicants must return to the Board for at least one (1) school year for award(s) granted that year. In the event of failure to return to the employ of the Board, a teacher shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award. In the event of death or disability of the teacher the repayment shall be waived.

Should a teacher granted the award fail to successfully complete the educational program, which was considered when the award was granted, the full amount of the award with interest as specified in section 2.5.3 (d) shall be refunded to the Board.
- e) Selection Process:
Upon identification of a need in the school division, the award may be appointed to a teacher by the Director subsequent to being posted for expressions of interest.

2.5.4 Decentralized Professional Development Funds

- a) Effective the 2012-2013 school year, the Board will provide monies for professional development to each school on a decentralized basis through the budget process. The amount of the funds to be allocated to professional development will be determined at budget time by the Board.
- b) Each school shall develop a Professional Development Plan through a process that examines the school's Learning Improvement Plan, individual Teacher Growth Plans, System needs and to meet the diverse needs of students.
- c) Each school shall constitute a Professional Development Committee which shall include a member of the in-school administration. The general duties of the committee shall be:
 - i) To assist the in-school administration in the development of the school's Professional Development Plan, including the budget planning process;
 - ii) To promote, review and approve professional development requests;
 - iii) To decide upon the reimbursement of expenses;
 - iv) To keep an appropriate record of professional development activities and purchases including the respective costs;
 - v) To provide a minimum quarterly report to the staff on the status of the Professional Development Plan and fund.
 - vi) To assist the in-school administration in providing a Year-end Report for the Learning Improvement Plan highlighting the school's professional development activities and associated expenses.
- d) The decentralized professional development funds may be utilized to cover the following expenses:
 - o Conferences, workshops, inservices and the mileage, meals, accommodation and registration fees associated with them, including substitute teacher costs;
 - o Facilitators for school-based professional development opportunities and the honorarium, accommodation, meals and mileage costs associated with them, including substitute teacher costs;
 - o Inservice/training (working with consultants, teacher experts/mentors, and other specialists) and the honorarium, accommodation, meals and mileage costs associated with them, including substitute teacher costs;

- School-based professional development resources and materials.

The allocations for all of the above can not exceed Board Rates.

2.6 Deferred Salary Leave Plan

The Deferred Salary Leave Plan is an agreement between the teacher and the Board whereby a teacher can plan to take a one-year leave at a future date agreed to by the teacher and the Board subject to the following terms:

- 2.6.1 A teacher shall apply to the Board no later than March 1 of the year in which the plan would commence.
- 2.6.2 A teacher must have a minimum of two (2) years experience in the division before applying.
- 2.6.3 The amount deferred under this plan shall be 20% in each of the four (4) consecutive school years.
- 2.6.4 The teacher with the consent of the Board may withdraw from the plan upon giving six (6) months notice of intent to do so prior to the established date of the leave.
- 2.6.5 Insofar as is reasonably possible, the teacher shall be reinstated to the position and locality occupied prior to the leave.
- 2.6.6 In the event of redundancy, policy shall apply to all teachers in the school division including the teacher on leave.
- 2.6.7 Interest on the salary set aside as invested under the plan shall be calculated not later than December 31st in each year that the employee participates in the plan and shall be paid to the teacher not later than January 31st of the ensuing year.
- 2.6.8 During the year of leave, the teacher will not accumulate or be entitled to the following:
 - a) credit for experience for the year of leave in calculating salary increments; and
 - b) maternity, sick, or other types of leaves.
- 2.6.9 No amendment shall be made to the Deferred Salary Leave Plan that will prejudice the plan with respect to any tax ruling by Canada Revenue Agency applicable to such Deferred Salary Leave Plans prior to the amendment, and this plan shall be subject to any review, ruling, or approval by Canada Revenue Agency that may affect this plan.

SECTION 3 – Preparation Time

3.1 Teacher Preparation Time is time within the school day, as defined by *The Education Act, 1995*, when the teacher is not performing instructional tasks involving direct contact with students. There is recognition of the need to support teachers as they continue to improve the quality of education for all students. Teachers will exercise professional responsibility regarding their choices in a manner that is consistent with the duties of a teacher as described in Section 231 of *The Education Act, 1995*. Teachers shall be accountable to the principal for appropriate use of Teacher Preparation Time.

3.1.1 Effective August 31, 2012, the equivalent of a minimum of two (2) non-student days shall be allocated by the Board in the school year calendar for teacher preparation time.

3.1.2 Effective August 31, 2012 staff will be allotted for preparation time an equivalent of 0.13 per full-time equivalent teacher.

3.1.3 Allocations for preparation time shall be applied to full-time and part-time teachers at a rate proportional to each teacher's percentage contract of employment.

SECTION 4 – Personal Professional Development Account (PPDA)

4.1 In recognition of the value of professional development and growth, each teacher will be allocated a Personal Professional Development Account after five (5) years of consecutive service to the Prairie Valley School Division. Existing Personal Professional Development Accounts to a maximum of \$3,000 are carried forward. Effective September 1, 2012, PPDA funds will be allocated as per the following schedule:

5 years of service	-		\$1,000.00
10 years of service	-	An additional	\$1,500.00
15 years of service	-	An additional	\$1,500.00
20 years of service	-	An additional	\$1,500.00
25 years of service	-	An additional	\$1,500.00

Effective August 31, 2013, the accumulated maximum amount at any one time in any Personal Professional Development Account shall be \$3,000.00.

4.2 A teacher accessing PPDA in an amount greater than \$1,000 must return to the Board for at least one (1) school year. In the event of failure to return to the employ of the Board, a teacher shall refund the amount of the award together with interest at the preferred bank

lending rate prevailing at the time of the award. This shall not apply to any teacher retiring prior to June 30, 2012.

- 4.3 A teacher shall receive school administration approval and division approval prior to accessing the PPDA. The Personal Professional Development Account funds may be utilized to cover the following expenses:
- Conferences , workshops, in-services and the travel, meals, accommodation and registration fees associated with them, including substitute teacher costs;
 - Post-secondary courses related to a teaching and/or school administration area and the registration fees associated with them;
 - Professional development resources and/or materials directly related to teaching and/or school administration.

The allocations for meals and mileage cannot exceed Board rates.

- 4.4 Until June 30, 2013, a teacher with twenty (20) or more years of total teaching service shall have the option of utilizing up to \$1,000 of their Personal Professional Development Account as a retirement incentive.

The incentive is available to a teacher retiring at a mutually agreeable date or at the end of a school year. A teacher must provide the Board with a minimum of three (3) months' written notice, prior to their retirement date, of their intention to retire.

In the event of the death of a teacher who is receiving the early retirement incentive, the balance shall be paid to the teacher's estate.

This clause shall not be used in conjunction with Section 14.1.

SECTION 5 – Pay Periods

- 5.1 All teachers in the Prairie Valley School Division shall have their salary deposited directly into the financial institution of their choice so as to be accessible on the twenty-fifth (25) day of each month except for the month of December which will be accessible on the twentieth (20) day of the month.
- 5.2 All teachers shall be paid on a 10-month basis. A teacher may by the fifth of September on the prescribed form authorize the Board to deduct an amount of money from each of the teacher's 10 net cheques in order to facilitate payment in July and August. Interest will not be paid on the funds deducted to make the July and August payments.
- 5.3 The amount of the authorized deduction shall remain unchanged from year to year unless a request for a change is made on the prescribed form by September 5th of the affected school year. The deductions throughout the year shall not be changed or withdrawn during the school year.

- 5.4 When 5.2 is chosen, the total deduction during the school year shall be electronically deposited in two equal installments so as to be accessible on the twenty-fifth (25) day of July and August respectfully.
- 5.5 A new teacher under a continuing contract shall select the amount of holdback upon confirmation of acceptance of employment by completing the appropriate form. Teachers under a temporary or replacement contract shall be paid on a 10-month basis only.
- 5.6 Teachers in their first year of teaching may by the first of the month apply for a one time \$500 advance on the first month's salary to be payable on the tenth (10) of the month.
- 5.7 In the case of teachers whose employment ceases, their final cheques will be available, upon request, at the Board Office within ten (10) business days of the final day of employment.

SECTION 6 – Local Association Fees

- 6.1 The PVTA shall send a request in writing by June 30th of each school year for the upcoming school year to the Supervisor of Finance identifying the amount of the monthly association fee to be deducted from each full-time and part-time teacher.
- 6.2 The above payment shall be deducted in equal monthly amounts from the September to June net salary of the teacher. If the teacher goes on unpaid leave during the school year, the deduction will not be prorated.
- 6.3 The Prairie Valley School Division shall remit the total deduction electronically monthly to the PVTA account and notify the PVTA treasurer of the electronic transfer. The remittance will occur by the 15th of the month.
- 6.4 Prairie Valley School Division will provide the treasurer of the PVTA with documentation of the total amount of fees paid per teacher as soon as reasonably possible but no later than January 31st.

SECTION 7 – Employment Insurance Rebate

- 7.1 Pursuant to the applicable section(s) of *The Employment Insurance Act*, the Board shall pay to the PVTA a sum of money equal to 5/12 of the employment insurance premium reduction obtained on behalf of, and in respect to all STF members employed by the Board.
- 7.2 Such payment shall be made electronically to the PVTA account in the following manner: The first installment of the rebate for the months of January to June shall be

remitted no later than September 1st and the final remittance for the months of September to December shall be no later than February 28th of the next calendar year. Notification of this deposit will be made to the PVTA treasurer by the PVSD Supervisor of Finance. Interest will be calculated on a daily basis at the preferred bank lending rate prevailing at the time for late payment.

SECTION 8 – Substitute Teachers

- 8.1 A substitute teacher shall be paid a daily rate equal to 1/197 of the annual rate of pay for Class 4, step 1 as per the Provincial Collective Bargaining Agreement.
- 8.2 Commencing on the sixth teaching day in any period of uninterrupted employment for the same teacher, the per diem salary for a substitute teacher shall be 1/197 of the annual rate that would be payable to the same teacher under the Provincial Collective Bargaining Agreement.
- 8.3 It is the responsibility of the teacher to supply the Board with proof of teaching experience. If not supplied within thirty (30) days from time of substitution, the teacher shall be paid the minimum of their class.
- 8.4 Retroactive pay resulting from Provincial Collective Bargaining Agreement negotiations will not be calculated on substitute pay.
- 8.5 The Board shall offer a substitute teacher a temporary contract upon receiving a notification from the teacher under contract indicating that the teacher will be absent from work for twenty (20) or more consecutive days.

SECTION 9 – Special Allowances

- 9.1 Where a teacher is assigned additional duties as a Consultant, and remains a teacher within the meaning of *The Education Act, 1995*, the teacher shall be paid an allowance equivalent of 10% of the teacher's gross salary.
- 9.2 The allowance shall be in proportion to the amount of time the additional duties are relative to the teacher's total contract.
- 9.3 The Board shall pay for approved professional association fee(s) with exception to the Saskatchewan Teachers Federation Fee for teachers assigned additional duties.

SECTION 10 – Travel, Sustenance, Lodging, and Other Expenses

- 10.1 For pre-approved travel to curricular and extra-curricular activities or for other school division business, teachers who use their vehicles shall be reimbursed at the current Board rate. Staff should use Prairie Valley School Division mileage reimbursement forms and should car-pool whenever reasonably feasible.
- 10.2 Mileage will be calculated based on the lesser of the distance from the employee’s headquarters to the travel location or the employee’s home to the travel location, whether travel is for regular job duties, meetings, professional development or other approved division business. If the employee is required to stop at his or her headquarters prior to or after going to the travel location, mileage will be calculated from headquarters.
- 10.3 Where curricular activities and other school business approved by the Board necessitates out-of pocket expenses and provided there is no reimbursement by any other organization, teachers shall be reimbursed for those expenses at the rate of 100% for necessary accommodation to a maximum of the Board rate (receipts required) or at the Board rate for private accommodation provisions and for meals to a maximum of the Board rate (receipts required). School canteen purchases will be reimbursed as per AP 7320, with no receipts required.

SECTION 11 – Noon Supervision

- 11.1 A teacher is entitled to a duty free lunch break.
- 11.2 Teachers who provide noon supervision do so on a voluntary basis.
- 11.3 Noon hour supervision includes the supervision of the noon intramural program(s).
- 11.4 A teacher who provides noon supervision shall have the option of being paid at the Board rate or to earn time in lieu (Service Recognition Days) at the following rate for providing noon supervision:

Twenty (20) hours	1 day
Thirty (30) hours	1.5 days
Forty (40) hours	2.0 days

- 11.5 A teacher who chooses to be paid hourly at the Board rate shall submit the appropriate administrative procedure form on a monthly basis. A teacher who chooses to earn time in lieu (Service Recognition Days) shall utilize the SR Day or be paid as per Section 13.2.

SECTION 12 – Extra-Curricular Activities

- 12.1 Teachers who supervise extra-curricular activities do so on a voluntary basis.

- 12.2** Extra-curricular activities are those activities that are pre-approved by the Board and:
- a) includes students;
 - b) are not for academic support; and
 - c) occur outside the normal hours of instruction and for which a teacher is not receiving other remuneration.
- 12.3** Effective with the 2011-2012 school year and in recognition of the efforts of teachers to provide extra-curricular activities that take place beyond the instructional time, any teacher who provides twenty (20) or more hours of Board approved extra-curricular supervision per school shall receive time in lieu (Service Recognition Days) at the following rate:

Twenty (20) hours	0.5 day
Thirty (30) hours	1.0 day
Sixty (60) hours	1.5 days
Eighty (80) hours	2.0 days
Two Hundred (200) hours	3.0 days

For each activity, teachers may log up to 10% of their total hours, for organizing and administrating the extra-curricular activity (without students).

SECTION 13 – Service Recognition Days (SR Days)

- 13.1** The maximum number of Service Recognition Days that may be earned by a teacher, as per Sections 11 and 12, in one school year is five (5) days.
- 13.2** A teacher may carry forward up to five (5) days. Any unused days will be paid out at the substitute teacher rate.
- 13.3** The maximum number of Service Recognition Days that may be used in any one school year is five (5).
- 13.4** Effective with the 2012-2013 school year, principals shall approve, provided there is evidence of good planning and appropriate substitute teaching coverage in place, the taking of Service Recognition Days to a maximum of five (5) consecutive earned days. A maximum of three (3) consecutive days may be used immediately prior to or following a major school break, being Christmas break, February break or Easter break. If days are used and not earned, a teacher shall forfeit the teacher’s per diem salary.
- 13.5** Service Recognition Days used in conjunction with special leave days require the approval of the Director of Education or designate.
- 13.6** Service Recognition Days shall not be used on non-student days, excluding staff meeting/school PD/PLC and teacher planning days, except in exceptional circumstances and with the approval of the Director of Education or designate.

SECTION 14 – Early Notice of Superannuation

- 14.1 When a teacher is eligible to superannuate within a school year and the teacher indicates the wish to do so, the teacher will be given the option of being placed on a one time temporary contract for a duration of no longer than five (5) months provided that the following conditions are met:
- a) the teacher provides at least one (1) month's notice to superannuate;
 - b) the teacher provides documentation showing eligibility to superannuate from either the Teachers' Superannuation Commission or the Saskatchewan Teachers Retirement Plan; and
 - c) the temporary contract ends at a natural break within the existing school year.

This clause shall not be used in conjunction with Section 4.4.

SECTION 15 – Emerging Issues

- 15.1 The negotiating committees of the Board and the Prairie Valley Teachers' Association shall meet at least twice per year, in the fall prior to October 31st and in the spring prior to April 30th, and also upon the request of either party to discuss any emerging issues.

SECTION 16 – Grievance Process

- 16.1 If a difference of opinion arises as to the meaning, interpretation, or application of a word, expression, or provision contained in this Agreement the parties shall endeavour to settle such disagreements through appropriate channels, either division office or LINC representatives or both.
- 16.2 If disagreements cannot be resolved in the manner described in Section 16.1, either party may request in writing a meeting with a committee consisting of two Board members or designates and two LINC representatives.
- 16.3 If the disagreement is not resolved to the satisfaction of both parties within fifteen (15) days of a written request for a meeting, either party may refer the matter for disposition under the provisions of **The Education Act, 1995**.

Provisions in this agreement are effective at the time of signing with the exception where noted. In these, the provision as articulated in the Local Collective Bargaining Agreement for Teachers (July 1, 2009 to June 30, 2013) will remain in force and effect until this date.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

The Board of Education of the Prairie Valley School Division No. 208



Chairperson



Director of Education

Teachers of the Prairie Valley School Division No. 208



Co-Chairpersons, LINC



Member-at-Large, LINC

MEMORANDUM OF AGREEMENT

Between

The Board of Education
Of
Prairie Valley School Division No. 208 of Saskatchewan

And

The Teachers
Of the Prairie Valley School Division of Saskatchewan

This **Memorandum of Agreement** is between the Board of Education of the Prairie Valley School Division No. 208 and the Teachers of the Prairie Valley School Division No. 208 of Saskatchewan.

The Board of Education of the Prairie Valley School Division No. 208 and the Teachers of the Prairie Valley School Division No. 208 has communicated and all parties are supportive of amending the Local Collective Bargaining Agreement Section 2 – Leaves and Section 9 – Special Allowances as follows:

1. In accordance with s. 265 of *The Education Act, 1995*, the current Local Collective Bargaining Agreement for Teachers (July 1, 2009 to June 30, 2013) shall remain in force and effect until a new agreement is ratified in accordance with *The Education Act, 1995*.

a) **Section 2 - Leaves**

The Board shall provide for the 50% secondment of the President of the Prairie Valley Teachers' Association (PVTA) subject to the following guidelines:

The PVTA shall apply to the Board no later than March 30 of the year in which the secondment would commence.

The ability to reach mutual agreement between the Board and teacher with regards to teaching load and schedule.

The PVTA shall reimburse the board for the cost of the teacher's salary and benefits for the period of the secondment. The first installment shall occur prior to December 31st with the final payment due on June 30th of the school year.

A teacher who has been granted the secondment under this clause shall return to the position or a position similar to the position held prior to the secondment.

This section (a) of the Memorandum of Agreement is effective at the time of signing the agreement.

b) Section 9 – Special Allowances

Where a teacher is assigned additional duties as a Coordinator or a Supervisor, and remains a teacher within the meaning of *The Education Act, 1995*, the teacher shall be paid allowances as follows:

Coordinator	15% of the teacher's gross salary
Supervisor	25% of the teacher's gross salary

The allowance shall be in proportion to the amount of time the additional duties are relative to the teacher's total contract.

The Board shall pay for approved professional association fee(s) with exception to the Saskatchewan Teachers Federation Fee for teachers assigned additional duties.

This section (b) of the Memorandum of Agreement is effective July 1, 2012.

2. This Memorandum of Agreement shall be incorporated into and shall become part of the current Local Collective Bargaining Agreement for Teachers (July 1, 2009 – June 30, 2013) and thereafter until a new bargaining agreement is agreed upon.

Dated at the Town of Balgonie in the Province of Saskatchewan this 14th day of March, 2012.

Dated on behalf of the Board of Education
of the Prairie Valley School Division No. 208



Chairperson of the Board



Director of Education

On behalf of the Teachers of Teachers
of the Prairie Valley School Division No. 208



Chairperson(s), LINC



Member-at-Large, LINC