

SOURCE	Sch. Bd.		
EFF.	86	01	01
TERM.	88	12	31
No. OF EMPLOYEES	161		
NOMBRE D'EMPLOYÉS	Rw		

AGREEMENT

Between

**PRINCE ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION NO. 6**

and

**TEACHERS OF THE PRINCE ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL DIVISION NO. 6**

January 1, 1986 to December 31, 1988

0498302.



LOCAL BARGAINING AGREEMENT

ARTICLE I

This Agreement made at Prince Albert in the Province of Saskatchewan this eighteenth day of March, 1988.

BETWEEN

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

AND

The Bargaining Committee Appointed by the Teachers of the Prince Albert Roman Catholic Separate School Division No. 6 of Saskatchewan, hereafter called "The Teacher".

Negotiated in accordance with the Teacher Collective Bargaining Act, 1973 shall be effective from January 1, 1986 to December 31, 1988.

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, 1978.

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

2.1 Women teachers shall on application be granted maternity leave without pay on the following conditions:

2.1.1 Applications are to be made at least thirty (30) days prior to the commencement of the leaves. Leaves may be taken without notice if there are medical reasons for immediately stopping work.

2.1.2 The leave may commence at any time up to twelve (12) weeks prior to the expected date of birth.

2.1.3 The Teacher is entitled to eighteen (18) weeks leave which she may choose to take in any combination of time before and after the estimated birth. If the birth of the child is

delayed, the teacher is entitled to not less than six (6) weeks leave following the date of birth regardless of the total length of leave before the date of birth.

- 2.1.4 The teacher shall notify the Board of Education in writing at least fourteen (14) days in advance of the day she wishes to return to work. The Board of Education shall reinstate the teacher in the position she occupied when leave began or in a comparable position.
- 2.1.5 The Board of Education may require proof of medical fitness prior to the teacher's return to work.
- 2.1.6 By mutual agreement between the teacher and the Board of Education exceptions to the above conditions shall be dealt with in reference to the provisions provided in the Labour Standards Act.
- 2.1.7 Any other provisions as outlined in the Labour Standards Act (Sask.) with respect to Maternity leave and Adoption leave will apply.

ARTICLE III - PATERNITY LEAVE

- 3.1 A teacher, upon request, shall be granted paternity leave with pay for a period of one day. Paternity leave must be taken within one week of confinement.
- 3.2 All other provisions as outlined in the Labour Standards Act (Sask.) with respect to Paternity and Adoption Leave will apply.

ARTICLE IV - PROFESSIONAL ADVANCEMENT LEAVE

- 4.1 When the Board of Education grants Leave of Absence with pay to a teacher under Section 232 of the School Act, 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.
- 4.2 When leave is granted by the Board of Education to a teacher for the purpose of conducting research, acquiring information through visiting other school systems, attending educational conferences

contributing to the professional growth of the teacher, or other purposes related to the welfare of the school systems, 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 this actual expense in carrying out the intent of the leave. Return services will not be involved.

4.3 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 system, the teacher shall be paid his/her regular annual salary and an expense allowance.

4.4 If a leave is granted under the condition in 3 above, the teacher shall give return service according to this formula:

$$\frac{\% \text{ of salary}}{10} \times \frac{\text{mos. of leave}}{5} = \text{months of return service}$$

4.5 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 payments made to him 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 his 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.

4.6 Should the teacher fail to comply with his undertaking regarding return service, he shall refund the full amount of the payment made to him 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.

- 4.7 Notwithstanding anything contained herein, no legal liability will be attached to a teacher or his estate if, due to illness, permanent disability or death, he is unable to fulfill his commitment.
- 4.8 Upon his 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, his improved qualifications can best be utilized.
- 4.9 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.
- 4.10 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, he/she 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.
- 4.11 If a leave is granted under Section 10 above, the conditions of 4, 5, 6, 7, 8, and 9 shall apply.
- 4.12 A teacher, upon request to Personnel Director, may be granted leave of absence with or without pay at the discretion of the Board.

ARTICLE V - BURSARIES

A bursary is defined as:

- 5.1 An amount of money that may be granted to a teacher for taking a University class at summer school or during the school year providing it does not involve a leave from teaching duties.
- 5.2 A teacher may receive a bursary equivalent to one full class per school year or more if a system need and approved by the Professional Development Committee.

ARTICLE VI • PROFESSIONAL DEVELOPMENT COMMITTEE

- 6.1 A Teacher Committee of five members shall be selected by the teachers. This committee will form part of the Professional Development Committee established by the Board whose mandate is:
- a. to develop in-service programs
 - b. to recommend priority areas for professional development
 - c. to select recipients of leaves and bursaries as per Article IV and V of the Local Agreement.

ARTICLE VII • SUBSTITUTE TEACHERS

- 7.1 Substitute teachers shall be paid 1/200 of the minimum of their classification on the Provincial Salary Grid. After five (5) days of continuous service, in the same position, substitute teachers shall receive full pay according to experience and classification, retro-active to the first day.

ARTICLE VIII • PAY PERIODS

- 8.1 Teachers shall be paid salary in ten (10) or twelve (12) monthly payments in accordance with the option in Subsection (1) of Section 232 of the Education Act.
- 8.2 At the time of hiring teachers shall have the option of selecting salary to be paid in ten (10) or twelve (12) monthly payments.
- 8.3 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.
- 8.4 Teachers electing twelve (12) monthly payments of their salary agree to have the School Division retain 16 1/2% of their net earnings. The total of these retained earnings will be paid in two equal installments during the following July and August. Teachers electing the twelve (12) monthly payments also agree that deductions will be made according to the ten (10) month deduction tables and that the retained earnings made during any month of a calendar year will be considered as having been earned and received during the same calendar year.

- 8.5 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 previous 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.
- 8.6 That teachers be afforded the opportunity to save through buying Canada Savings Bonds by having access to the payroll deduction plan.

ARTICLE IX - SPECIAL ALLOWANCE

- 9.1 A teacher appointed as Director shall be paid a supervisory allowance equal to the average of the supervisory allowance of the Principals of the P.A.R.C.S.S.D. #6.
- 9.2 Teachers who are required to travel during the regular school day as a regular part of their teaching assignment shall be paid a travel allowance equal to the number of schools assigned over the total number of **schools in the system, times the basic allowance of \$130.00** per month with minimum of twenty dollars.
- 9.3 The Teacher in Charge appointed in a school pursuant to the Board of Education policy shall be paid an allowance of 1/20 of the Principal's allowance.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 When a teacher has a grievance pertaining to this agreement he shall bring the matter to the attention of his immediate superior within five days of the infraction for discussion and resolution. Such resolution, if not rendered at the time of discussion, shall be rendered within five days of it having been brought up.

If the resolution by the immediate superior is not satisfactory to the teacher, the teacher may, within five days of the resolution being given by his immediate superior, present his grievance in writing to the Director of Education, who will, within 10 days, give his solution in writing to the teacher.

If the matter is not resolved satisfactorily, the teacher may, within 10 days of resolution being rendered by the Director of Education, refer it in writing to the Chairman of the Teachers' Local Bargaining Committee and arrange to resolve the grievance.

When the School Board has a grievance it may, through the Chairman of the School Bargaining Committee, contact the Chairman of the Teachers' Local Bargaining Committee in writing, within 30 days of the alleged infraction and arrange to resolve the grievance.

If, within 20 days the filing of the grievance by the Chairman of the Committee involved, the respective committees have not resolved the grievance, it may be referred to arbitration by either party, provided in Section 256 of the Education Act, 1978.

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.

Where the recipient of the grievance fails to respond within the time limits prescribed herein, the grievor 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.

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

J. G. Gunn
Pat Jefferson

March 18/88

DATE

Signed on Behalf of the Board of
Trustees of the Prince Albert
Roman Catholic Separate School
Division No. 6

R. H. Paulhus
Chairman

[Signature]
Secretary-Treasurer

Mar. 18/88

DATE

Anna Longpre

