

# AGREEMENT

## July 2013 - June 2016

between

THE BOARD OF EDUCATION OF  
THE REGINA SCHOOL DIVISION NO. 4  
OF SASKATCHEWAN

and

THE TEACHERS OF THE  
REGINA SCHOOL DIVISION NO. 4



*REGINA PUBLIC SCHOOLS*

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# **I. Administration of Agreement**

## **ARTICLE 1 PURPOSE, DURATION AND INTERPRETATION OF THE COLLECTIVE AGREEMENT**

- 1.01 This Agreement, entered into between the Board of Education of the Regina School Division No. 4 of Saskatchewan, ("the Board"), and the teachers of the Regina School Division No. 4, pursuant to and in compliance with *The Education Act, 1995*, shall be binding upon all teachers and the Board, shall provide the terms and conditions of employment and shall be in effect from July 1, 2013 to June 30, 2016 or until a new agreement is negotiated.
- 1.02 The parties to this agreement shall meet at least semi-annually (spring and fall) during the term of the agreement. Either party can bring forward items of concern during the term of the agreement. Collective bargaining shall commence no later than 210 days prior to the expiry of the agreement.
- 1.03 Unless the context otherwise requires, all terms and expressions used in this agreement shall have the same meaning as are given to them in *The Education Act, 1995*. The table of contents and headings in this agreement are not part of the contract but shall be construed as being inserted for convenience of reference only.
- 1.04 The Regina Public School Teachers' Association shall be referred to as RPSTA in this agreement. The Local Implementation Negotiation Committee shall be referred to as LINC.
- 1.05 **Grievance Procedure**
- 1.05.01 For the purpose of this section, a grievance includes any disagreement with respect to the meaning, application or violation of this Agreement.
- 1.05.02 Provided efforts to resolve the matter through administrative channels have failed, any grievance arising out of this Agreement shall be submitted in writing to the Grievance Committee.
- 1.05.03 A Grievance Committee shall be established at the beginning of each school year consisting of six (6) members, three (3) appointed by the RPSTA and three (3) appointed by the Board of Education. A quorum shall consist of equal representation from the RPSTA and the Board with no less than two members from each.
- 1.05.04 Upon notification of a grievance, the Grievance Committee shall meet within fifteen (15) school days to consider the grievance.
- 1.05.05 The Grievance Committee may make such recommendations in writing to the parties to the grievance as it deems advisable within ten (10) school days.
- 1.05.06 If the grievance is not resolved to the satisfaction of the parties, within fifteen (15) school days the Grievance Committee or the grievor may request and the Board shall grant an opportunity to present the issues directly to the Board.
- 1.05.07 Upon receipt of the presentation of the Grievance Committee, the Board shall respond in writing within ten (10) school days.
- 1.05.08 If the grievance is not resolved to the satisfaction of both parties, either party may within fifteen (15) school days of receipt of the Board's response refer the matter to arbitration in accordance with the terms of the *Education Act, 1995* and any amendments thereto.

## **II. Leaves**

### **ARTICLE 2 ASSISTED PROFESSIONAL DEVELOPMENT LEAVES AND AWARDS**

2.01 In order to promote the professional development of its personnel for the benefit of the public educational system under its jurisdiction, the Board shall make appropriate provisions for the purpose of funding any or all of the following types of professional development, including:

Sabbatical Leave  
Educational Leave  
Special Assignment Leave  
Early Leave  
Visit and Conference Leave  
Session Awards

#### **2.02 Professional Development Fund**

For each school year, the provision for Professional Development shall consist of 0.59% of the 'Instructional Salaries' line of the audited financial statement on record on the first day of the fiscal year. Any professional development funds not expended or committed by August 31 of each school year shall be accrued. The Professional Development Advisory Committee shall include these funds in the budget for the subsequent year.

#### **2.03 Professional Development Advisory Committee**

A committee comprised of three members appointed by the Board and three members appointed by the RPSTA shall be established to make recommendations to the Director concerning the approximate percentage allocation of the Professional Development Fund (Section 2. 02) and specific applications for Sabbatical and Educational Leave, Early Leave, Deferred Salary Leave and Session Awards.

#### **2.04 Sabbatical and Educational Leave**

Educational Leave is a leave of absence to pursue a formal course of study. Sabbatical Leave is a leave of absence to travel for the purpose of studying other educational systems, or to undertake any other activity of an educational nature. Sabbatical and Educational Leaves may be granted subject to the following conditions:

2.04.01 The period of leave shall not exceed 14 consecutive months.

2.04.02 The full amount of assistance that the Board will grant to a teacher will be the minimum salary of the teacher's classification on the provincial salary grid.

2.04.03 Should the Sabbatical or Educational Leave be for less than one academic year, the amount of assistance will be determined by the prorating of the amount determined by section 2.04.02, such prorating to be based on a 10-month academic year.

2.04.04 A teacher must have a minimum of three years of professional training beyond senior matriculation and have at least five years of service or equivalent with the Board.

2.04.05 Applications for assisted leave under this section must be submitted to the Director not later than March 1st of the year preceding the school year for which the leave is requested. In the event that March 1st falls on a weekend, the due date is the Friday, immediately preceding.

- 2.04.06 The Board will notify the teacher of its decision within six weeks of the final date for applications. Within two weeks of receiving notification of the Board's decision to grant leave, the teacher shall acknowledge acceptance or rejection of the award.
- 2.04.07 The teacher shall agree, by written contract, to return to service with the Board for a period of at least two years following the completion of the leave, and in the event of default, to refund the amount of the award as set out hereunder.
- 2.04.08 Should the assisted leave be for less than one year, the commitment to the Board specified in subsection 2.04.07 would be prorated.
- 2.04.09 If the teacher fails to comply with the agreement referred to in section 2.04.07 above, the teacher shall refund the money awarded together with interest computed on the basis of the preferred bank lending rate which prevailed at the commencement of the leave. If some of the time commitment has been complied with, any dollar refund shall be prorated.
- 2.04.10 Should the teacher fail to complete the educational program for which leave was granted, the teacher shall undertake to repay the amount of the award. The repayment period will commence one year following the date of return to service with the Board. The repayment will consist of the amount of the award plus interest based upon the preferred bank lending rate prevailing at the time when the leave commenced. This interest calculation shall commence on the date repayment commences and will be computed on the unpaid balance. Should the teacher successfully complete the educational requirements within the year prior to the date of the beginning of repayment, this completion shall be deemed to have satisfied the conditions of the granting of the award.
- 2.04.11 The teacher, upon return to service with the Board, shall be placed in a position as shall be agreed upon in writing prior to the commencement of the leave.
- 2.04.12 The period of the leave shall not be credited for experience for incremental purposes.
- 2.04.13 Should the teacher die while on assisted leave or during the period of commitment, there shall be no liability imposed on family, estate, or any other person for repayment of the award.
- 2.04.14 Notwithstanding the foregoing sections the Board may, in its discretion, waive the teacher's compliance, in whole or in part.
- 2.05 **Special Assignment Leave**
- 2.05.01 Special Assignment Leave for any period of time up to 14 months may be granted to a teacher in order that the teacher may obtain special qualifications designed primarily to satisfy a particular need for such qualifications in the schools of the Board of Education. The Board will pay the teacher 100% of salary during such leave. To qualify for this award, the teacher must possess a valid Saskatchewan teaching certificate.
- 2.05.02 The teacher shall agree, by written contract, to return to service with the board for a period of not less than three years. In the event of default, the teacher will refund the amount of the award in the manner outlined in sections 2.04.09 and 2.04.10. Should the leave be for less than one year, the commitment to the Board will be prorated. Notwithstanding the foregoing sections, sections 2.04.13 and 2.04.14 shall apply *mutatis mutandis*.
- 2.06 **Early Leave**
- 2.06.01 Applications for Early Leave shall be submitted to the Director for consideration by the Professional Development Advisory Committee.
- 2.06.02 Subject to section 2.03, the Director may grant Early Leave up to and including five days with full pay.
- 2.06.03 In special circumstances where Early Leave for more than five days is required, additional days with pay may be granted.

- 2.06.04 Upon accepting an Early Leave, the teacher will contract in writing to remain in the employ of the Board for a period of one year from the completion of the leave.
- 2.07 **Visit and Conference Leave**
- 2.07.01 When an award to a teacher for the purposes of conducting research and acquiring information through attendance at conferences, visiting other school systems, or other related purposes approved by the Board is granted, the teacher shall suffer no loss of pay during absence from duties in the school system. The teacher shall be reimbursed for authorized expenses, as substantiated by official receipts.
- 2.07.02 No salaries shall be subtracted from the fund for leaves covered by section 2.07.01.
- 2.08 **Session Awards**
- 2.08.01 For the purposes of this agreement, 'session' shall mean any one of summer session, night class, or intersession, or other short courses that the Professional Development Advisory Committee may wish to recommend to the Director.
- 2.08.02 To qualify for a Session Award, a teacher must be on a continuing contract with the Board prior to the commencement of the session.
- 2.08.03 In accordance with the guidelines, an award of up to \$750 may be granted for the successful completion of a session program upon the recommendation of the Professional Development Advisory Committee and with the approval of the Board.
- 2.08.04 Applications for Session Awards shall be submitted to the Director or designate prior to the date the session is to commence. This provision may be waived at the discretion of the Director. The Board shall notify applicants of its decision as soon as possible prior to the date on which the class or program is to commence.
- 2.09 **Deferred Salary Leave**
- 2.09.01 Deferred Salary Leave is based on the 4:5 year format in accordance with Administrative Procedure.
- 2.09.02 To qualify for participation in the Deferred Salary Leave Plan, a teacher must have been in the employ of the school division for five years, two of which must have been consecutive and immediately prior to and including the year of the request.
- 2.09.03 Applications for the Deferred Salary Leave Plan shall be submitted to the Director not later than April 1st of the school year preceding the year for which enrolment is requested. In the event that April 1st falls on a weekend or holiday, the due date is the last school day, immediately preceding April 1st.
- 2.09.04 The Board shall notify the teacher of its decision no later than May 15<sup>th</sup> of that year.
- 2.09.05 The teacher, upon return to service with the Board, shall be placed in a position as shall be agreed upon in writing prior to the commencement of the leave.
- 2.09.06 There shall be no requirements with respect to the activities the teacher undertakes during the Leave.
- 2.10 In no case shall receipt of any award exclude considerations for any other awards described in Article 2.

**ARTICLE 3 PERSONAL AND SPECIAL LEAVES (formerly article 15, article 21, article 22, article 9, article 8)**

**3.01 Unpaid leave of absence**

- 3.01.01 After any seven consecutive years of service in the employ of the Board, a teacher may be granted, on request, one academic year of unpaid leave of absence for any reason.
- 3.01.02 Such request for unpaid leave of absence would be filed by May 1st of the year preceding the school year for which the leave is requested. It would be the teacher's responsibility to contact the Board of Education by March 1st of the following year, regarding his or her intention to return.
- 3.01.03 Notwithstanding the above, the Board may grant, on request, unpaid leave of absence for any period regardless of years of service.
- 3.01.04 The teacher, upon return to the employ of the Board, shall be placed in a position as shall be agreed upon in writing prior to the commencement of the leave.

**3.02 Personal Leave**

- 3.02.01 A teacher shall be eligible to receive one day of personal leave with pay each school year.
- 3.02.02 To ensure consideration, applicants must submit their application prior to the date of leave requested. Reasons for the leave do not need to be provided. Although a teacher may apply for leave on any date, the number of personal leaves granted on any given day may be limited due to the availability of substitute teachers.
- 3.02.03 The leave shall be pro-rated for part-time teachers.
- 3.02.04 Leave for personal reasons (leave without pay, personal leave, cost of sub leave, extra-curricular recognition leave) should normally not exceed five days per school year. No more frequently than every third year, a teacher may request up to six days in total of personal leave.
- 3.02.05 Once in a teacher's career, they may be granted up to ten days of leave for personal reasons in the same school year upon approval of the Director. When applying, the teacher is required to acknowledge that the request is granted only once in a career.
- 3.02.06 A teacher shall be able to carry forward two unused personal days.
- 3.02.07 Additional Leave for Personal Matters
  - a) Teachers may, upon request, be granted leave up to two days per school year, at a deduction from gross pay equal to the average cost of a substitute teacher (including Board-paid benefits) for each day absent, for personal matters not specified in section 3.06. Teachers shall strive to give not less than one week's notice prior to the absence, except where the reason for the absence is of an emergent nature. The resulting combined absences in a given school, or in the entire system, on a given day shall not cause significant disruption to the educational program.
  - b) The average cost of a substitute teacher shall be based on the weighted average salary classification of substitute teachers on the active list, along with Board-paid share of benefits such as CPP and EI.
  - c) The average cost of a substitute teacher shall be recalculated each July to reflect changes in the active substitute list, with any change to take effect September 1. The average cost of a substitute teacher shall also be recalculated upon any change to the Provincial Salary Grid, Article Three of this Agreement, and/or the employer contribution rates for CPP, EI or any employee benefit for which an employer contribution may be required in the future. The amount to be deducted from a teacher's salary shall be based on the average cost in effect on the date of the leave.
  - d) *Effective January 1, 2013*, a teacher may be granted up to two days of leave per year at a rate of pay equal to 50% of their salary (including allowances) for the purposes of providing care

to an immediate family member in the case of illness. This leave shall apply in situations not covered by Article 3.06.01.

- e) In order to recognize and support teachers in their role as family members, accommodation may be made for requests by teachers to attend to important family events and commitments occurring during the school day, such as parent teacher conferences and significant school-based events. The following considerations will be taken into account when requests are being considered:
  - i. The knowledge and agreement of the principal;
  - ii. The appropriate supervision of the teacher's class and the active participation by the teacher in arranging coverage;
  - iii. The length of the absence ( which much be less than a half a day);
  - iv. The frequency of the requests;
  - v. The perception of the public.

The Principal or direct supervisor must be aware of and approve such absences. Leaves of less than one half day do not require the completion of a leave form.

### 3.03 **Leave in Recognition of Extra-curricular Activities**

- 3.03.01 Extra-curricular activities are defined as those authorized student activities that take place beyond the instructional time set out in *The Education Act, 1995*.
- 3.03.02 The importance of extra-curricular activities is recognized as part of the educational offerings provided to students. The interests, abilities and personal circumstances of staff shall be taken into consideration when developing extra-curricular offerings.
- 3.03.03 Prior to undertaking of an extra-curricular activity, expectations regarding the purpose and philosophy of the activity shall be clearly stated.
- 3.03.04 Each school staff shall review annually their extra-curricular activities to determine what extra-curricular programming will be offered for the following year.
- 3.03.05 Effective July 1, 2008 in recognition of the time and energy teachers contribute to their school communities in Regina, teachers who have accumulated one hundred and twenty five (125) hours of Board-approved extracurricular activities in a school year shall receive a maximum of one day of paid leave in recognition. A minimum of seventy-five hours (75) must be student contact hours.
- 3.03.06 Extracurricular hours must be approved and tracked prior to the leave being granted.
- 3.03.07 A maximum of one day of leave under Section 3.03 may be carried forward to the next school year.

### 3.04 **Judicial Leave**

- 3.04.01 Leave of absence with pay shall be granted to a teacher:
  - 3.04.01.1 Who is required to appear for jury selection or duty.
  - 3.04.01.2 Who is subpoenaed or summonsed to appear in court or at a coroner's inquest or before a tribunal or board of reference.
  - 3.04.01.3 Any remuneration deemed payable by the courts and above the actual expenses shall be repaid to the Board up to the maximum salary involved for the period of absence.

#### 3.04.02 **Personal Judicial Leave**

- 3.04.02.1 A teacher shall be granted leave with pay for a period of up to and including five teaching days per school year in order to attend examinations for discovery, pre-trial conferences, trials or mandatory mediation in the following actions to which the teacher is a party:



- a) matrimonial property
- b) child custody or access
- c) maintenance or support
- d) divorce
- e) damages for personal injury.

3.04.03 Notwithstanding the above, the Board may grant additional leave should circumstances warrant.

### 3.05 **Administration Recognition Leave**

3.05.01 In recognition of the time necessary for some high school vice principals to register students, time table, and carry out other duties associated with school year opening, high school vice principals who are required to be present at the school for meetings and other responsibilities that must be carried out at the school for twenty five (25) hours or more prior to school opening may apply for one day of time in lieu during the school year.

### 3.06 **Special Leaves (formerly article 8)**

3.06.01 Without restricting the reasons for which leaves may be granted, a teacher may, in accordance with past practice, be granted leave with full salary in respect to the following:

- a) For absence from work for events considered Acts of God, which includes events such as absences because of a mechanical failure of an aircraft or roads being declared impassable by the R.C.M.P. or highway authority.
- b) To act as a delegate or other official at conventions or meetings of educational organizations.
- c) Up to 3 days to attend to family/personal emergencies or other emergent matters.
  - i. In order for leave to qualify under 3.06.01 (c) one or more of the following criteria must apply, depending on the circumstance:
  - ii. The leave must be emergent in nature. What is considered as an emergent situation for one day, may or may not be regarded as an emergent situation for a second consecutive day.
  - iii. the matter cannot be resolved without personal attendance of the applicant.
    - a. there is no flexibility in the timing and/or the leave must take place at a time that conflicts with school hours.
    - b. Leave for emergent situations does not supplement or replace other leave provisions.
    - c. "Three days" is interpreted as three working days, for example, three half days for job sharers.
    - d. When travel is required, the expectation is that the applicant will utilize the most efficient means of transportation in order to minimize time away from work, for example, air transportation for out of province emergencies.
    - e. Leave for purposes of care-giving would normally be granted without pay, with the exception of the first day, which may be considered an emergent situation.
  - iv. Leave under 3.06.01 (c) may be granted in situations such as when emergency child care arrangements are necessary because of sudden illness of children or the caregiver; securing one's home after a break-in, flooding, etc.; or attending an in-take meeting to assist an immediate family member to enter a nursing/care home.
  - v. In extreme situations involving abuse, physical or sexual assault or suicide attempts involving the applicant or family members, no additional detail need be provided. The leave request shall be submitted to the principal, or to a superintendent.
  - vi. Applicants requesting leave to visit ailing relatives or to accompany family members to non-medical appointments would usually be granted leave without pay. Leave to

accompany family members to medical appointments/medical procedures may be granted with pay under Article 3.06.01 (c) if attendance is required and if the appointment cannot be scheduled outside of work time.

- vii. In cases of other emergent matters, the leave request shall be submitted to the Superintendent of Human Resources. Additional details and/or supporting documentation, as deemed appropriate by the Superintendent of Human Resources, must be supplied.

#### **ARTICLE 4 COMPASSIONATE LEAVE (formerly Article 10)**

- 4.01 For the purpose of Article 4, immediate family shall include spouse/partner or fiancé(e), father, mother, parent surrogate, brother, sister, child, surrogate child, parent-in-law, sister-in-law, brother-in-law, grandchild, grandparent, son-in-law, daughter-in-law, including step-family relationships.
- 4.02 A teacher shall be granted leave with pay for a period of up to and including five teaching days in the event of a death in the immediate family; such total number of days to include attendance at any funeral and/or memorial service.
- 4.03 A teacher shall be granted leave with pay for a period of up to and including five teaching days at the time of serious illness ( i.e. life threatening situation) of an immediate family member. Serious illness shall include all surgery under general anesthetic or any situation in which a physician recommends your presence or indicated the situation is potentially life threatening. Unless the illness falls within the definition of ‘serious illness’, requests for leave to visit immediate family members with chronic conditions such as diabetes, multiple sclerosis, heart disease or cancer would be granted without pay.  
Serious illness which is then followed by the death of the immediate family member would be considered as two separate leave situations. If travel is required, the most efficient means of transportation should be used.
- 4.04 In extenuating circumstances such as extensive travel, a teacher may be granted compassionate leave for a period in excess of 5 days or for instances other than the immediate family. In order for such a request to be considered, the teacher shall supply the details of the request to a superintendent.
- 4.05 Up to a full day shall be granted with pay to attend the funeral of a colleague, extended family member, friend or student, provided that in situations where a number of teachers request permission to attend the same funeral it may be necessary for the Board to limit the number who may be granted leave.

#### **ARTICLE 5 RPSTA/NEGOTIATION LEAVE (formerly articles 7 and 19)**

- 5.01 The Board shall provide for the full time secondment of the President of the RPSTA. The RPSTA shall reimburse to the Board the full cost of all salary, allowances and benefits paid by the Board.
- 5.02 In addition to 5.01, the RPSTA shall be granted four (4) days paid leave per year for Executive members to carry out the business pertaining to the RPSTA.
- 5.03 The RPSTA will reimburse the Board based on the substitute teacher salary rate for any time a teacher is away from work pursuant to Article 5.02.
- 5.04 In matters which involve both the RPSTA and the Board, teacher representatives for the Local Bargaining Committee of the RPSTA, not exceeding seven in number, shall suffer no loss in salary for time necessarily absent from regular duties for purposes of participating in negotiations, mediation, conciliation, or arbitration procedures, or for attendance required by a mediator, conciliation officer or arbitration board without trustee representatives in attendance. If a member of the RPSTA Local Bargaining Committee is on a part-time contract, that teacher shall be

paid at his or her contract rate for any joint bargaining meetings held on school days which are outside of that teacher's scheduled working days.

5.05 In matters that involve both the RPSTA and the Board, teacher representatives shall suffer no loss in salary for time for preparations required for presentations for mediation, conciliation or arbitration. The RPSTA shall reimburse the Board for the cost of substitutes.

## **ARTICLE 6 PARENTAL LEAVE**

### **6.01 Maternity Leave**

6.01.01 Maternity Leave shall be granted in accordance with the provisions of *The Labour Standards Act*.

6.01.02 Except as provided for under the provisions of the Supplemental Employment Benefits Plan established in accordance with the provisions contained in the Provincial Collective Bargaining Agreement, Maternity Leave shall be leave without pay.

### **6.02 Adoption Leave**

6.02.01 Adoption Leave shall be granted in accordance with the provisions of *The Labour Standards Act*.

6.02.02 A teacher who is adopting a child shall be granted leave with pay for a period of up to three school days to take custody of the child.

### **6.03 Paternity Leave**

6.03.01 Upon request, a father/partner shall be granted leave, with pay, for a period of up to three school days for Paternity Leave.

6.03.02 Paternity Leave shall be used:

- a) To attend at the birth of the 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) To be present at the hospital on the day following delivery if it falls on a school day.

### **6.04 General Parental Leave**

6.04.01 General Parental Leave shall be granted in accordance with the provisions of *The Labour Standards Act*.

6.04.02 Notwithstanding the above, the Board may grant additional leave without pay should circumstances warrant.

## **III. Allowances, Insurance, Expenses**

### **ARTICLE 7 SUBSTITUTE TEACHERS (formerly Article 3)**

7.01 The daily salary rate for a substitute teacher shall be 1/number of school days in the school year of the minimum of the teacher's class as per the provincial salary schedule.

7.02 After eight consecutive days of substituting for the same teacher, the substitute shall be entitled to full placement on the salary schedule, retroactive to the first day.

7.03 In the calculation of eight consecutive days for the purposes of section 7.02, in cases where the substitute is not required due to inservice, professional development days, or convention

occurring during what would otherwise be consecutive days it shall be deemed that no break in service has occurred.

7.04 If a substitute teacher has substitute taught for the same teacher for eight consecutive days immediately preceding a Staff Development Day, the Principal may request permission of the Superintendent of the school to have the substitute teacher attend all or part of the Staff Development Day with pay. Approval will be dependent on circumstances and must be obtained in advance of the Staff Development Day.

7.05 Substitutes who provide noon-hour supervision or playground supervision shall be paid in accordance with Article 9.

#### **ARTICLE 8 PAY PERIODS FOR TEACHERS (formerly article 4)**

8.01 The salary of each teacher shall be determined and paid monthly on a ten-month school year basis.

8.02 Payments shall begin with the month of September and continue consecutively through the month of June of each school year.

8.03 All salaries shall be paid by direct deposit.

8.04 Teachers have the option of establishing a second direct deposit account into which the Board will deposit 1/6<sup>th</sup> of their monthly net pay.

#### **ARTICLE 9 SPECIAL ALLOWANCES**

9.01 Special allowances are allowances paid in addition to a teacher's basic salary. Teachers providing 'special services' shall receive the allowances as follows:

9.01.01 Position

a) Program Coordinator : 15% of Salary

b) Program Consultant: 10% of Salary

c) Psychologist: 10% of Salary

9.02 **Learning Leader/Core Leader**

9.02.01 For the 2012-2013 school year, a Learning Leader shall be paid an annual allowance of \$5,465.

9.02.02 For the 2012-2013, a Core Leader shall be paid an annual allowance of \$4,395.

9.03 **Playground Supervisor**

9.03.01 Effective the 2012-13 school year, the annual allowance for a full-time playground supervisor shall be \$4,612. The allowance for teachers providing playground supervision less than full-time but half time or more shall be pro-rated.

9.03.02 For the purposes of subsection 9.04.01, a full-time playground supervisor is one who provides 60 minutes playground supervision per day for each school day in the pay period, other than those days on which the teacher is absent due to illness or approved leave of absence.

9.03.03 Effective the 2012-13 school year, a playground supervisor on a less than half-time basis shall be paid at a rate of \$21.24.

9.03.04 Playground supervisors can be assigned supervision responsibilities inside or outside of the school including before school, recess and after school.

9.03.05 Effective the 2012-13 school year, noon-hour supervision and other agreed to supervision shall be paid at a rate of \$21.24.

9.04 **Acting Capacity**

A teacher designated by the Board to provide 'special services' in an acting capacity shall receive the regular allowance provided for the position in proportion to the length of time the services are performed.

9.05 In the event that a settlement of the Provincial Collective Bargaining Agreement results in an increase in salary for teachers for any part of the time period of this agreement, all allowances in this Article, (except as provided in 9.01.01), shall be increased by the same percentage as the maximum of Class IV for the same time periods as said increases are applicable to salary.

9.05.01 All allowance increases (except as provided in 9.01.01 and 9.02) shall be effective the first day of the month immediately following the date of the signing of the Provincial Collective Bargaining Agreement.

9.06 **Unspecified Special Allowances**

When an occasion arises for the payment of allowances not provided for in this agreement, such allowances shall be negotiated by the parties hereto and included in an addendum to this agreement.

**ARTICLE 10 ACCIDENT INSURANCE (formerly Article 17)**

10.01 Teachers shall be provided with coverage under the terms of the student basic accident insurance program purchased by the Board.

**ARTICLE 11 TRAVEL EXPENSES**

11.01 Travel expenses shall be reimbursed at a kilometre rate, to all teachers who use their cars for travel in curricular and extra-curricular activities or other school business, when so authorized by the Board or its authorized delegate.

11.02 The base kilometre rate shall be \$0.413 as of July 1, 2012.

11.03 The kilometre rate shall be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for the review period. The adjustment shall be rounded to the nearest one tenth (1/10) of a cent.

11.04 Additional review periods and adjustment dates shall be as follows:

Review Date		Effective Date of Adjustment
October	—————▶	January 1
April	—————▶	July 1

11.05 Payment for travel from home to a designated place of employment and return shall only be made where extra trips are made for authorized extra-curricular activities involving student participation. No payment in this case shall be made for travel beyond the city limits.

11.06 In order to qualify for payment, claims must be received by December 31 for travel in the fall term, and by June 30 for travel in the spring term. Teachers are encouraged to submit claims on a monthly basis. Travel claims submitted will be held on behalf of the teacher until at least 64 kilometres have been accumulated, or to the end of the fall or spring term, whichever comes first.

- 11.07 Itinerant teachers, including learning assistance teachers, may apply in the month of November, to have an average monthly distance travelled established, which may be used to calculate their travel expenses for the balance of the school year. Any subsequent change in the teacher's assigned schools or travel schedule may result in a modification of the established monthly allowance.
- 11.08 Alternatively, at the request of either the Board or the teacher, travel expenses may be reimbursed on the basis of a monthly record submitted in accordance with established procedures of the Board.

## **IV. Preparation Time**

### **ARTICLE 12 PREPARATION TIME (formerly article 18)**

- 12.01 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 interaction 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 for the use of this time in a manner that is consistent with the duties of teachers as described in Section 231 of *The Education Act, 1995*. Teachers shall be accountable to the principal for the appropriate use of preparation time.
- 12.02 **Elementary Schools**
- 12.02.01 Each elementary school shall be allocated sufficient staff to provide every teacher responsible for the instruction of a class or classes a total of 240 minutes of preparation time per 5-day cycle in blocks of no less than thirty (30) minutes for teachers on full-time contracts. Every effort will be made to provide blocks of no less than 30 minutes for teachers on part-time contracts. Where the school timetable cycle is not five days in length, or where there are differences between terms, the allocation of preparation time shall be such as to average 240 minutes per 5-day cycle unless otherwise agreed upon in writing by the teacher(s) and approved by RPSTA LINC and the Board.
- 12.02.02 Preparation time allocated to each school shall be calculated on the basis of the number of full time teachers (or equivalents) responsible for the instruction of a class or classes as of September 30 of each school year.
- 12.02.03 In addition to the preparation time provided in subsection 12.02.01, each elementary school teacher shall be provided with 1380 minutes of preparation time. In order to implement this amount of preparation time, and at the same time provide parents with a schedule of the times when students are dismissed for staff meetings and in-service, the following shall be implemented:
- a) Students shall be dismissed from the elementary schools on nine days throughout the school year. These days shall be used for staff meetings, system and school-based in-service, and teacher preparation time and will be referred to as Staff Development Days (SDD).
  - b) The nine Staff Development Days shall be common to all elementary schools, and shall be identified on the school year calendar distributed to all staff and parents.
  - c) The day allocated for Convention is not included in the nine Staff Development Days.
  - d) Within the nine Staff Development Days, 300 minutes per teacher shall be allocated for system in-service; at least 300 minutes shall be allocated for school-based in-service; 720 minutes shall be allocated for staff meetings; 1380 minutes shall be allocated for teacher preparation time.
  - e) In scheduling the nine Staff Development Days, consideration shall be given to:

- i) An even distribution across the school year,
- ii) Time allocated for student assessment and evaluation, and
- iii) A cycle which would enable those parents whose workplace provides designated Fridays off work to coordinate their schedules as closely as possible with the school schedule.

12.02.04 Elementary teachers shall be provided with an additional 450 minutes of preparation time to be allocated at the beginning of the school year prior to the first day of school for students, and an additional 150 minutes of preparation time to be allocated at the end of the school year after the last day of school for students.

12.03 **High Schools**

12.03.01 High school teachers shall receive on average, 57 continuous minutes of preparation time per teaching day averaging 285 minutes of preparation time per five-day teaching day cycle unless otherwise agreed upon in writing by the teacher(s) and approved by RPSTA LINC and the Board.

12.03.02 Preparation time shall be pro-rated on staff meeting days.

12.03.03 In addition, high school teachers shall be provided with 300 minutes of preparation time prior to the first day of school for students and 300 minutes of preparation time at the end of Semester 1 in addition to turnaround day.

12.04 Teachers employed on a part time basis or assigned part time instructional duties shall have their preparation time pro rated accordingly.

12.05 Teachers assigned to duties, which do not involve regular instruction of classes, shall be excluded from the formula for calculating the staff component required to provide preparation time. Such assignments include learning assistance teacher, teacher/librarian, and counsellor. Teachers within these groups shall be responsible for establishing a schedule, which accommodates their preparation time in accordance with the terms of this article.

12.06 The principal may, when the need arises, temporarily assign a teacher instructional duties during preparation time in order to deal with short-term teacher absences due to an emergent situation, or pre arranged approved absence of one half day or less. In this event, the Principal will in consultation with the teacher, arrange to provide the equivalent preparation time at a later date in the school year.

## V. Other

### ARTICLE 13 VACANCIES IN THE SYSTEM

#### 13.01 Administrative Vacancies

When vacancies and/or potential vacancies of an administrative (in-scope) nature occur within the system, the Board shall:

13.01.01 Post all vacancies and/or potential vacancies in the system at least two weeks prior to the closing date of application, and invite applications.

13.01.02 Stipulate minimum qualifications when applicable.

13.01.03 Acknowledge receipt of all applications.

13.01.04 Attempt to inform all applicants as to the disposition of their application prior to any other release to the schools. If such notification is verbal, it shall be followed by notification in writing.

13.01.05 By posting, notify all teachers of the disposition of the competition.

- 13.01.06 If the job description of an advertised position is changed, notification of this fact and the extension of the closing dates should be forwarded to the applicants who applied on the original job description, in order that they may reconsider their applications.
- 13.01.07 The Board and the RPSTA may mutually waive compliance with any, or all, of the above clauses should circumstances warrant.

**13.02 Teaching Vacancies**

- 13.02.01 When new schools are to be opened, the Board shall post potential teaching vacancies, and invite applications for transfer.
- 13.02.02 The Board shall not be bound to accept only those applying for transfer, but agrees to consider all such applications when staffing the new school or schools.
- 13.02.03 The posting specified in 13.02.01 shall occur at least one teaching month prior to the scheduled opening of the new school or schools or no later than May 7th should the school(s) be scheduled to open at the beginning of the fall term.

**13.03 Placements**

In so far as it is possible, teachers shall be notified of their tentative placements for the following school year on or before June 16th, unless that date falls on a weekend, in which case on or before the following Monday.

**ARTICLE 14 MEAL PERIODS**

- 14.01 Every teacher shall be allowed a meal period of a minimum of one hour between 11:00 a.m. and 2:00 p.m.
- 14.02 The provision of 14.01 shall not apply to:
- 14.02.01 Paid noon-hour supervisors and paid playground supervisors; and
- 14.02.02 Teachers who agree in writing to accept a shorter meal period. Such agreement shall be in writing and approved by RPSTA LINC and the Board.
- 14.03.01 Where the schedule of a teacher requires travel from one school to another between the morning and afternoon class periods, a 15-minute travel period shall be added to the meal period for that teacher on that day.
- 14.04 The provision of 14.03 shall not apply in cases where the travel occurs as a result of accommodating a specific scheduling request initiated by, and/or agreed to by, the teacher. Such agreement shall be in writing and approved by RPSTA LINC Committee and the Board.

**ARTICLE 15 PART-TIME EMPLOYMENT (formerly Article 16)**

- 15.01 Teachers may apply for a change in percentage time employed by following the same procedures used in applying for transfer.
- 15.02 Where a teacher requires only one day of service in order to become eligible to superannuate provision shall be made, by mutual agreement between the teacher and the Board, to provide one day of employment for the teacher to satisfy the eligibility requirements. In order to facilitate the staffing process, the teacher shall provide, no later than May 31, written notice of his or her intention to resign immediately following said day of service.

**ARTICLE 16 SCHOOL YEAR CALENDAR (formerly article 20)**

- 16.01 School Year Calendar Advisory Committee**



A committee shall be established to make recommendations to the Director with respect to the options to be considered by the Board concerning the calendar for each coming school year. The RPSTA shall appoint teacher representatives to this committee. The committee shall make recommendations regarding the placement of the elementary staff development days, school and system administrative days, as well as convention.

In witness whereof the signing officers of the respective parties have set their hands at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed on behalf of the teachers of the  
Regina School Division No. 4

Signed on Behalf of the Board of Education  
of the Regina School Division No. 4 of  
Saskatchewan

\_\_\_\_\_  
LINC Chairperson

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

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**LETTER OF UNDERSTANDING 1**  
**Communications**

In recognition of the importance of communication within the organization and the impact communication can have on the effectiveness of the work of the Division and the implementation of new initiatives, the Board of Education of the Regina School Division No. 4 of Saskatchewan (hereinafter referred to as “the Board”) and the teachers employed by the Regina School Division No. 4 ( hereinafter referred to as RPSTA) agree to establish a joint committee as follows:

1. The joint committee shall consist of up to four representatives of the RPSTA and up to four representatives of the Board; the Board and the RPSTA will appoint co-chairs for the Committee;
2. The joint committee shall review the implementation of previous initiatives and changes and identify communication strategies that were effective and that were not effective during the implementation;
3. The joint committee shall identify the type of information that is important to communicate (such as the purpose of new initiatives, logistics of implementation, including training, etc.) and the means of communication that are available and effective for communication to all teachers. Examples to be explored include such strategies as “Year at a Glance” communications, weekly or monthly emails to staff, role of REMAC, etc.
4. The joint committee shall, no later than, *June 30, 2016*, make recommendations to the RPSTA and Board regarding:
  - i. How to ensure communications to teachers are timely and effective;
  - ii. What type of information should be communicated regarding new initiatives;
  - iii. Such other communication matters that the Committee deems appropriate.

In witness whereof the signing officers of the respective parties have set their hands at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed on behalf of the teachers of the  
Regina School Division No. 4.

Signed on behalf of the Board of Education  
of the Regina School Division No. 4 of  
Saskatchewan.

\_\_\_\_\_  
LINC Chairperson

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Chairperson

\_\_\_\_\_

Secretary-Treasurer

**LETTER OF UNDERSTANDING 2**  
**Substitute Teachers**

The Board of Education of the Regina School Division No. 4 of Saskatchewan (hereinafter referred to as “the Board”) and the teachers employed by the Regina School Division No. 4 agree:

That a joint Committee consisting of up to three representatives of the Board and up to five representatives of the RPSTA shall meet to consider the following in relation to substitute teachers:

- Orientation at the division and school level;
- Professional learning opportunities;
- Consistency of practice and expectations across schools;
- Student and employee safety protocols;
- Other matters as they arise.

Recommendations arising from the Committee’s deliberations shall be shared with the parties by June 30, 2016.

In witness whereof the signing officers of the respective parties have set their hands at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed on behalf of the teachers of the  
Regina School Division No. 4.

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Signed on behalf of the Board of Education  
of the Regina School Division No. 4 of  
Saskatchewan.

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