

LOCAL BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF THE NORTHWEST SCHOOL DIVISION #203**

AND

**THE NORTH WEST
TEACHERS' ASSOCIATION**

SEPTEMBER 1, 2009 TO AUGUST 31, 2012



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1. Term of Agreement

Term of Agreement between the Board of the Northwest School Division No. 203 (the Board) and the Northwest Teachers' Association (the Association) shall be from September 1, 2009 to August 31, 2012.

2. Method of Payment

2.1 Every permanent teacher shall have the option of being paid on a ten (10) month or twelve (12) month basis.

2.1.1 An application for change in pay periods must be made in writing to the Secretary-Treasurer by the fifth day of the new academic year, with the change to take effect with the September cheque. Teachers new to the division shall notify the Secretary-Treasurer in writing by the fifth school day of the new academic year as to their choice of pay periods.

2.2 All permanent teachers who have selected a 12-month pay basis will be paid on the 22nd of each month or if this falls on a non-banking day, payment will be made on the last banking day prior to the 22nd. This payment will be made by direct deposit to an account number provided by the teacher.

2.3 Teachers in their first year of teaching and in their first year of employment with the Northwest School Division No. 203 may, after five (5) days of employment, request and be granted an advance of up to \$1000.00 on their first month's salary.

2.4 Teachers who are hired for a portion of a school year to fulfill a contract shall be paid actual salary earned each month.

3. Bereavement/Compassionate Leave

3.1 Upon request, the Board shall grant bereavement leave with pay as required for a period not to exceed five (5) teaching days to attend the death of a spouse (as defined by Canada Revenue Agency), child (child-in-law), grandchildren, sibling (sibling-in-law), parent (parent-in-law), grandparent (grandparent-in-law), uncle, aunt, nephew or niece.

3.2 A teacher shall be granted bereavement leave with pay for a period of one (1) teaching day to attend to the death of a relative or close friend.

- 3.3 Upon request, a teacher shall be granted compassionate leave with pay not to exceed three (3) days in the event of a serious illness of a spouse (as defined by Canada Revenue Agency), child (child-in-law), grandchild, sibling (sibling-in-law), parent (parent-in-law) or grandparent (grandparent-in-law).

NOTE

Teachers are encouraged to discuss leave options with the Superintendent of Human Resources in a timely manner to provide for maximum flexibility and benefit to the teacher and students and to allow for ongoing recruitment and hiring of the highest quality professional staff.

4. Parenting Leave

- 4.1. Maternity leave, adoption leave and parenting leave shall be granted by the Board in accordance with the provisions contained in *The Labour Standards Act* and regulations made thereunder and the *Provincial Collective Bargaining Agreement*.
- 4.2. A teacher shall be granted two (2) days off with pay, to be used within seven (7) days of the birth of his/her child.
- 4.3. A teacher shall be granted one (1) day off with pay to attend the adoption of a child.
- 4.4. Teachers who wish to take more parenting leave, than the amount specified above, should apply for such extension under Section 5. Special Leave.

5. Special Leave

The Director may grant a leave of absence with or without pay provided the teacher agrees to return to work in the Division at any school mutually agreed upon in writing prior to the leave.

6. Educational/Sabbatical Leave

Leaves to enhance personal or professional growth may be granted under the following criteria:

6.1 Eligibility

A teacher must have two or more years service with the Division.

6.2. Deadlines

6.2.1. Leaves Effective with the Fall Term:

- a) applications must be received by the Director no later than January 15;
- b) the Director shall render a decision and inform the teacher by February 15;
- c) the teacher shall confirm acceptance of the leave no later than March 1.

6.2.2. Leaves Effective January 1 or the beginning of Semester 2:

- a) applications must be received by the Director no later than September 15;
- b) the Director shall render a decision and inform the teacher by October 15;
- c) the teacher shall confirm acceptance of the leave no later than November 1.

6.3 Terms

6.3.1. Leaves will generally be limited to no more than one academic year in length.

6.3.2. A leave for a period longer than one academic year may be approved to pursue a programme of study that is greater than one year in length.

6.3.3. The teacher shall return to the service of the Division for at least two academic years. In the event that the teacher fails to provide two years of service following the leave, allowances paid during the leave shall be returned to the Board. Partial compliance will require a prorated refund to the Board.

6.3.4. The teacher, upon his/her return to the Division, shall be placed in any school in the Division mutually agreed upon in writing prior to granting of the leave.

6.4 Allowances

6.4.1. Educational Leave

Where the Director has approved the programme of studies for an Educational Leave, the teacher shall receive monthly pay of 50% of regular salary excluding supervisory or administrative allowances.

6.4.2. Sabbatical Leave

Where a Sabbatical Leave has been approved for personal or professional growth of a general nature, the teacher shall receive monthly pay at the rate of 50% of regular salary excluding supervisory or administrative allowances for leaves up to five (5) months. For leaves longer than five (5) months the rate of pay shall be 25% of regular salary excluding supervisory or administrative allowances.

6.5 Approval and Selection

6.5.1. Educational Leave

The Director may approve any application where the training is deemed to support the priorities of the Division.

6.5.2. Sabbatical Leave

Where more than one application has been received, a committee will be asked to recommend applicants for the Director's consideration. No more than four (4) names may be recommended. The selection committee shall consist of three (3) teacher and three (3) superintendents, one of whom shall be the Superintendent of Human Resources who will chair the committee.

7. Deferred Salary Leave Plan

7.1 Purpose

7.1.1. The purpose of a Deferred Salary Leave Plan is to provide a teacher with one (1) year leave of absence.

7.1.2. The duration of the Deferred Salary Leave Plans, inclusive of service and leave, are four (4) or five (5) contributory years and one (1) year leave of absence.

7.2 Eligibility

To qualify for a Deferred Salary Leave Plan, the teacher must have been on a continuous contract with the Northwest School Division No. 203 for a period of at least two (2) years immediately prior to entering the plan.

7.3. Application

- 7.3.1.** To enter the plan the teacher shall make written application to the Director not later than January 15th of the school year immediately preceding entry into the plan.
- 7.3.2.** The Director shall notify the teacher of the decision by February 15th of the school year immediately preceding entry into the plan.
- 7.3.3.** A maximum of four (4) teachers may enter the plan in any given year. In the event that more than four (4) teachers apply within the same year, the teachers with the greatest teaching seniority with the Northwest School Division shall have priority.

7.4 Criteria

- 7.4.1.** Upon acceptance into the plan by the Director, the Director shall arrange to have the deferred salary held in trust in an account with the school division. Deferred salary deductions shall be made monthly by the Secretary-Treasurer and deposited into the designated account.
- 7.4.2.** The percentage of net annual professional salary deferred to the plan shall be 25% for four (4) year terms or 20% for five (5) year terms.
- 7.4.3.** The teacher shall notify the Director of the teacher's intention to take a Deferred Salary Leave Plan leave of absence by January 15th of the year in which the said leave is to begin.
- 7.4.4.** Deferred Salary Leave Plan leave of absence shall be granted and shall be taken for the year immediately following the deferred period. The year of leave shall mean the twelve (12) month period commencing at the beginning of the school year.
- 7.4.5.** The manner of payment to the participant shall be in monthly installments approximately equal to 1/12 of the monies held in the trust account and shall be paid out on the 22nd day of each month commencing in September in the year of the leave.
- 7.4.6.** On return from the leave of absence, the teacher agrees to spend a minimum of one (1) school year in the employ of the Division at any school mutually agreed upon in writing prior to the leave.

7.5 Options of Cancellation or Postponement

7.5.1. A teacher may discontinue the Deferred Salary Leave Plan at any time by giving written notice to the Director no later than March 1st prior to the scheduled leave. The amount of deferred salary accumulated shall be paid out to the teacher within 60 days of notice to discontinue the plan.

7.5.2. In the event of the death of the teacher, the Board shall pay out the deferred salary amount to the teacher's estate within sixty (60) days of receiving the necessary clearances and proofs normally required for payment to estates.

7.5.3. In the event of resignation or termination all monies accumulated in the Deferred Salary Leave Plan shall be paid to the teacher within 60 days.

7.5.4. The Deferred Salary Leave may be postponed for one (1) year by mutual agreement between the teacher and the Director.

8. Negotiation Leave

A teacher elected as a representative of the local bargaining committee shall suffer no loss in salary for time necessarily absent from the person's regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings.

9. Executive Leave

Any teacher on the Executive of the North West Teachers' Association shall be granted, upon request, leave of one (1) day per year and suffer no loss in salary or other benefits for time necessarily absent from their teaching duties.

Reimbursement by the teachers' association for the substitute costs while the regular teacher is absent, shall be made upon request from the Board.

10. Recognition of Service/Personal Days

10.1 The Board recognizes that noon hour supervision by teachers is voluntary.

10.2 In recognition of service (ROS) provided by teachers who perform noon hour supervision the Director will award:

- a) two (2) days off per teacher for schools with four or more teachers;
- b) three (3) days off per teacher for schools with fewer than four teachers.

10.3 Part-time teachers doing a portion of noon hour supervision will receive an equivalent portion of the recognition outlined in Section 10.2.

10.4 Recognition of Service for Consultants and Coordinators

10.4.1. In recognition of the fact that consultations may encroach upon noon hours, the Director will award two days off per school year for consultants and coordinators. Part-time consultants and coordinators will receive proportional time-off.

10.4.2. Requests for such leave must be made to the consultant's or coordinator's immediate supervisor a week in advance of the leave. The date(s) of leave must be mutually agreed upon by the consultant or coordinator and his/her supervisor.

10.5 Leave under this Section and Section 10.6 shall be subject to the following conditions:

10.5.1. Days in Section 10 may be accumulated and carried forward to a maximum of two (2) days per academic year.

10.5.2. Request for leave must be made to the principal at least one week in advance. The date(s) of leave must be mutually agreed upon by the teacher and the principal.

10.5.3. The teacher must make adequate preparation, satisfactory to the principal, for the teacher's classes and other normal duties prior to the commencement of the teacher's leave.

10.5.4. To ensure the safe, orderly, and effective operation of the school, the school principal may limit the number of teachers taking leave on a particular day. The decision for leave will be dealt with on a first come, first served basis.

10.5.5. The Board will provide teacher substitutes for any or all teachers under this section.

10.5.6. The principal shall keep a monthly record of all teachers who have taken leave under this Section.

10.6 Where a teacher is voluntarily involved in extra and co-curricular activities that require direct supervision and/or responsibility for students beyond instructional time, those hours will be applied toward recognition of service. The principal of the school will verify these hours.

10.6.1 A teacher involved in extracurricular activities may claim up to a maximum of sixteen (16) hours per day. After accumulating seventy (70) hours a teacher will be granted a personal day in recognition of service and an additional eighty (80) hours will provide the granting of one additional day.

10.7 Teachers who are granted a day(s) in recognition of service under Section 10.2, 10.4, or 10.6 will have the following options:

10.7.1 Arrange a day(s) off with his/her principal;

10.7.2 Request payment for the day(s) at a rate equivalent to substitute teacher pay;

10.7.3 Request an amount equivalent to substitute teacher pay, for any or all unused days, be transferred into his/her personal professional development account;

10.7.4 Carry over a maximum of two (2) days to the following year.

Note: When options are not selected prior to June 1, any unused days beyond (2) will trigger a transfer of the equivalent amount of money into the teacher's professional development account. However, a teacher may access the full amount in his/her professional development account at any time for professional development or for personal reasons. If money is drawn for reasons other than direct application to a professional development expense, normal deductions will apply.

10.7.5 Professional development accounts shall be established for each teacher in the Division. Teachers may direct ROS payments into this account as per Section 10.7.3 above. Teachers may direct their payout equivalents into their school's general account. Teachers leaving the division will receive a payout from their professional development account after all appropriate deductions have been made. When teachers are leaving the Division at times other than June 30, requests are to be submitted by the first of the month in which the teacher is leaving the employ of the Board.

10.8 All teachers shall be granted one (1) day off with pay for any reason during each school year subject to the approval of the principal. Part-time teachers shall be granted a percentage of the day proportional to the percentage of contract time.

11. Professional Development

11.1 The Board shall allocate \$275.00 per full-time teacher equivalent to each school for a professional development fund. For the subsequent years, this amount shall be adjusted to \$285.00 and \$300.00 respectively. This professional development fund shall be administered as follows:

11.1.1 Expenditures from this fund shall be used for the provision of professional development opportunities.

11.1.2 Each school shall determine its own priorities, criteria, and guidelines for expenditures from this fund.

11.1.3 All applications for professional development financial assistance shall be submitted to and approved by the school principal.

11.1.4 Surpluses will be carried over from one year to the next in order to facilitate long term professional development planning. The maximum accumulated carry-over is not to exceed the amount allocated for the current year unless approved by the Director.

12. Recruitment and Retention Fund

The Board will provide funding, up to \$10,000.00 per academic year, for professional development and training to support priorities identified by the Director.

12.1 Teachers may access recruitment and retention funds by making application through the Director's office.

13. Reimbursement for Travel

Reimbursement to teachers, for Director authorized expenses, are to be the same as the maximum current Board rates.

14. Employment Insurance Reduction

14.1 The teacher's share (5/12) of the employment insurance premium reduction shall be refunded to the Association.

14.2 This annual payment shall be made prior to August 31st of each year.

14.3 The Board shall deduct local fees and convention fees from teachers' cheques as directed by the Association.

15. Informal Meetings

The Board is prepared to dialogue/discuss professional matters/LINC concerns/board policies with representatives of the North West Teachers' Association. Either party may initiate such a meeting to a maximum of four (4) meetings per year.

16. Dispute Resolution and Grievance

16.1 The purpose of the dispute resolution and grievance procedure is to deal with any questions regarding the interpretation, application or alleged violation of any section or subsection of this agreement. Resolution processes shall be consistent with the principles and procedures outlined in *Good Practices and Dispute Resolution: The Report of the Joint Committee of the Parties to the Provincial Collective Bargaining Agreement*.

16.2 The teacher(s) involved in the dispute shall first attempt to seek information and clarification from members of the North West Teachers' Association LINC.

16.3 If after such discussion the dispute still exists, the teacher(s) involved shall refer the dispute to the LINC chairperson. The LINC chairperson shall gather information and meet with the teachers involved within fifteen calendar days of receiving the complaint. The LINC chairperson, in consultation with the Superintendent of Human Resources, shall make an interpretation regarding the dispute. The LINC chairperson shall make their interpretation known within fifteen calendar days of meeting with the teacher(s).

16.4 If a dispute still exists it shall be resolved in accordance with the provisions in *The Education Act, 1995*. The dispute will thereafter be settled by an arbitrator from the Education Relations Board.

17. Advertised Vacancies in the System

Notification of all school administrative, supervisory, and temporary, replacement, or continuing contract teaching position vacancies shall be sent to each school principal to be posted in the school staff room while the position is being advertised.

18. Salary for Substitute Teachers

- 18.1** Substitute teachers shall be paid \$210.00 per day for the first five (5) consecutive days. For the subsequent years, this amount shall be adjusted to \$218.00 and \$225.00 respectively.
- 18.2** Once service exceeds five (5) consecutive days in the same position, the teacher shall be paid according to qualifications and experience, retroactive to the first day.

19. Retirement Gratuity

- 19.1** Teachers who have taught for the Northwest School Division No. 203 for a minimum of ten (10) years shall receive a Retirement Gratuity of \$2700.00. This service includes service in the previous Battle River, Paynton, Meadow Lake and Turtleford School Divisions and the Sub-Division of Glaslyn from the former Northern Lakes School Division.
- 19.2** Teachers from the former Battle River School Division who are eligible for an Early Retirement Allowance will not be eligible for this Retirement Gratuity.
- 19.3** A teacher shall make application to the Director for the Retirement Gratuity at least six months prior to the date the teacher intends to commence retirement and no later than December 31 of the school year in which the teacher intends to retire. This application shall be accompanied by a letter of resignation with an effective date to coincide with commencement of retirement.

20. Special Allowances

- 20.1** Consultants shall receive an allowance in addition to basic salary which shall be 10% of their basic salary.
- 20.2** Coordinators shall receive an allowance in addition to basic salary which shall be 15% in the first year and 20% in the second year, of basic salary.
- 20.3** The local Agreement shall be reopened at the request of either party to establish allowances for central staff administrators who may be in-scope and other personnel for whom this agreement has not made provisions.

SIGNED ON BEHALF OF THE
NORTHWEST SCHOOL DIVISION
BOARD OF EDUCATION



Faith Graham, Board Chair




Marla L'Heureux, Board Vice-Chair



Glen Winkler, Director



Greg Gerwing, Secretary-Treasurer



David Thompson, Superintendent of
Human Resources


SIGNED ON BEHALF OF THE
NORTH WEST TEACHERS'
ASSOCIATION



Brent Keen, LINC Chair



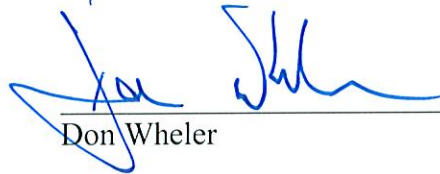
Terry Fortune



Renee Hammer



Jason Murfin



Don Wheler

DATED THIS _____ DAY OF _____, 2009

LETTER OF UNDERSTANDING

Between

**THE BOARD OF EDUCATION
Of
THE NORTHWEST SCHOOL DIVISION NO. 203**

And

**THE NORTH WEST TEACHERS'
ASSOCIATION**

Re: Early Retirement Allowance for teachers of the former Battle River School Division No. 60

In reaching a negotiated settlement of one collective bargaining agreement between The Board of Education of the Northwest School Division No. 203 and the North West Teachers' Association, the parties agreed to continue an "Early Retirement Allowance" for those teachers previously covered by the Battle River Collective Agreement to whom the benefit applied subject to the following conditions:

- 1) To be eligible for the allowance a teacher must have a minimum of ten years of active service, under a continuous contract as a teacher, prior to June 30, 2006, in a school administered by the former Battle River School Division No. 60.
- 2) At the time of retirement the teacher must have a minimum of 30 years service in a Canadian School where the corresponding provincial curriculum is taught.
- 3) For purposes of calculating the allowance, as outlined in Section 6 (a), only years of service prior to June 30, 2006 will be used.
- 4) Years of service are defined as active full-time or equivalent to full-time years.
- 5) Teachers who had ten years of service with the former Battle River School Division prior to June 30, 2006, and who later transfer to a Northwest School Division school beyond the boundaries of the former Battle River School Division will continue to be eligible for the Early Retirement Allowance in accordance with the above.

- 6) Upon early retirement, should a teacher choose that option, an early retirement allowance will be payable with the amount to be calculated as follows:
- a. $5\% \times$ years of service (accumulated to June 30, 2006) to a maximum of $60\% \times$ total years of service/ $30 \times$ last annual salary; and
 - b. The allowance will be adjusted as follows:

30 years service – 100% of allowance	33 years of service – 60% of allowance
31 years service - 90% of allowance	34 years service – 50% of allowance
32 years service - 80% of allowance	35 years service – no allowance

It is further understood that the teacher shall make application to the Board at least six months prior to the date the teacher intends to commence early retirement. This application shall be accompanied by a letter of resignation with an effective date to coincide with the commencement of retirement.

Early Retirement Allowances shall be paid over a period of two years with 60% of the allowance being paid in the first year and 40% in the second year.

The method of payment of the Early Retirement Allowance shall be the same as that of teachers under contract as outlined in Article 2 of the Local Agreement between The Board of The Northwest School Division No. 203 and The North West Teachers' Association.

SIGNED ON BEHALF OF THE
NORTHWEST SCHOOL DIVISION
BOARD OF EDUCATION



Faith Graham, Board Chair



Marla L'Heureux, Board Vice-Chair



Glen Winkler, Director



Greg Gerwing, Secretary-Treasurer



David Thompson, Superintendent of
Human Resources

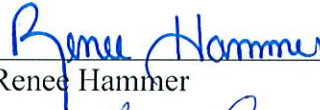
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Brent Keen, LINC Chair



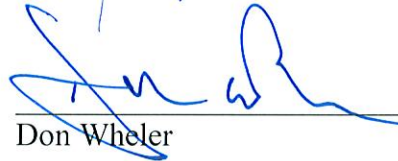
Terry Fortune



Renee Hammer



Jason Murfin



Don Wheeler

DATED THIS 5th DAY OF June, 2009