



**REGINA CATHOLIC SCHOOLS**

**LOCAL COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**FOR**

**THE REGINA ROMAN CATHOLIC SEPARATE  
SCHOOL DIVISION # 81**

**AND**

**THE REGINA CATHOLIC  
SCHOOLS TEACHERS' ASSOCIATION**

**July 1, 2018 – June 30, 2021**

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## TABLE OF CONTENTS

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Table of Contents .....	1
PREAMBLE .....	2
ARTICLE 1 – TERM OF AGREEMENT AND DEFINITIONS .....	3
ARTICLE 2 – PAYMENT OF SALARY.....	3
ARTICLE 3 – SALARIES FOR SUBSTITUTE TEACHERS.....	3
ARTICLE 4 – SPECIAL ALLOWANCES.....	4
ARTICLE 5 – PROFESSIONAL DEVELOPMENT FUND .....	5
ARTICLE 6 – NEGOTIATION LEAVE.....	7
ARTICLE 7 – PARENTING LEAVE .....	7
ARTICLE 8 – COMPASSIONATE LEAVE.....	8
ARTICLE 9 – SPECIAL AND OTHER LEAVES .....	9
ARTICLE 10 – RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES .....	10
ARTICLE 11 – STAFF RETREATS .....	11
ARTICLE 12 – TRAVEL EXPENSE REIMBURSEMENT.....	11
ARTICLE 13 – PREPARATION TIME.....	12
ARTICLE 14 – GRIEVANCE PROCEDURE .....	13
SIGNATORIES.....	15
APPENDIX #1 .....	16
APPENDIX #2.....	17
ADDENDUM.....	18

## PREAMBLE

The Board of Education (hereto after referred to as the Board) and the Regina Catholic Schools Teachers' Association (hereto after referred to as the RCSTA) enter into this agreement with a desire for continuing harmonious relations and to promote cooperation and understanding between the Board and its teaching staff.

The Board of Education and the Regina Catholic Schools Teachers' Association are committed to cooperating in the advancement of the mission of Regina Catholic Schools.

### MISSION STATEMENT OF REGINA CATHOLIC SCHOOLS

The Regina Catholic School Division is dedicated to working with the community and the local church to provide a quality Catholic education that fosters academic excellence and the development of informed, responsible citizens.



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## ARTICLE 1 – TERM OF AGREEMENT AND DEFINITIONS

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- 1.1. This Agreement becomes effective July 1, 2019 and shall continue in effect until June 30, 2021 and thereafter until revised in accordance with The Education Act, (1995) and any amendments thereto. Collective bargaining shall commence no later than 150 days prior to the expiration of the agreement.
- 1.2. The parties to the Agreement may, by mutual consent, revise any provision of the Agreement during the term of the Agreement.
- 1.3. All terms and expressions used in this Agreement shall have the same meanings as are given to them in The Education Act, (1995) and any amendments thereto.
- 1.4. No clause in this Agreement shall be interpreted so as to diminish the constitutional rights and obligations of the Board as a Separate School employer.
- 1.5. Unless otherwise provided in this Agreement, any teacher who leaves the employ of the Board, but who has taught during the term of this Agreement or part thereof, shall receive any benefit that might accrue as a result of this Agreement.

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## ARTICLE 2 – PAYMENT OF SALARY

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### 2.1 Pay Period

- 2.1.1 All teachers shall be paid, by direct deposit, on the last business day of the month. Should the last day of the month fall on a Saturday, a Sunday or a Statutory holiday, payment shall be advanced on the preceding banking day. In June, teachers shall be paid on the last working day. Teachers will have access to their monthly earning statement which includes their accumulated sick leave. Each year teachers shall receive instruction on how to access their statement online.
- 2.1.2 Teachers have the option of establishing a second direct deposit account into which the Board shall deposit a portion of their pay as directed by the Teacher.
- 2.1.3 Upon termination or expiration of a contract all monies due the teacher shall be paid within ten (10) days.

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## ARTICLE 3 – SALARIES FOR SUBSTITUTE TEACHERS

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- 3.1 Except as hereinafter provided, substitute teachers shall be paid the minimum of the class of the provincial salary scale for which they qualify during the year in which the service is rendered.

Substitute teachers shall be paid (1/number of school days in the school year) of the minimum of the teacher's class as per the provincial salary schedule.

- 3.2 Where a substitute teacher is employed for more than ten (10) consecutive teaching days for the same teacher, such substitute shall thereafter be paid at the rate determined by the provincial salary scale as to classification and experience.
- 3.3 Payments made in accordance with this Article shall be deemed to include the amount payable in lieu of annual vacation.

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## ARTICLE 4 – SPECIAL ALLOWANCES

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### 4.1 Out-Of-School Allowances

- 4.1.1 Out-of-school teachers who are engaged as Coordinators shall receive an annual allowance of 15% maximum of Class VI.
- 4.1.2 Out-of-school teachers who are engaged as Consultants shall receive an annual allowance of 10% maximum of Class VI.

### 4.2 In-School Allowances

- 4.2.1 An Education Leader shall receive an annual allowance of 5.5% maximum of Class VI.
- 4.2.2 Playground Supervision
  - 4.2.2.1 Each elementary teacher who accepts responsibility for playground supervision shall receive an annual allowance of 5.25% maximum of Class VI.
  - 4.2.2.2 The allowance paid to each teacher who supervises more or less than one (1) hour per day shall be pro-rated.
- 4.2.3 Mealtime Supervision
  - 4.2.3.1 Each teacher who accepts responsibility for mealtime supervision shall be paid at the rate of \$10.94 for each thirty (30) minutes of mealtime supervision during the noon recess.
  - 4.2.3.2 The rate specified in 4.2.3.1 shall be adjusted by the same percentage increase as the maximum of Class IV of the provincial salary schedule.
  - 4.2.3.3 Each teacher who accepts responsibility for mealtime supervision may have the option of accessing paid leave in place of payment. For every seven and one half (7.5) hours of mealtime supervision, a teacher may take one half (½) day paid leave in place of payment. The paid leave is limited to two (2) days per year

- 4.2.3.4 A teacher may only choose a maximum of two (2) days paid leave for supervision completed. Any supervision completed beyond thirty (30) hours shall be paid at the rates determined in Articles 4.2.3.1 and 4.2.3.2.
- 4.2.3.5 Teachers may carry forward up to two (2) days earned into the following school year.
- 4.2.3.6 Teachers shall be granted the paid leave when requested based on substitute teacher availability.
- 4.2.3.7 Pay periods for mealtime supervision shall be in December, March and the final pay period at the end of the academic year on which the teacher is employed.
- 4.2.3.8 Where sufficient teachers do not volunteer for mealtime supervision, non-teaching personnel may be hired and assigned to this position.

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## ARTICLE 5 – PROFESSIONAL DEVELOPMENT FUND

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- 5.1 The Board shall provide an amount equal to 0.59% of lines 1-2-12-115-101, 1-2-12-115-103, and 1-2-12-115-104 of the previous year's audited financial statement as a Professional Development Fund.

The Board shall expend a portion of the funds as outlined in each of the items that follow, provided suitable applications are made.

- 5.1.1 Short-term Leaves would be leaves to attend an educational institution for a period of time from twenty-one (21) to one hundred (100) school days, inclusive.
  - 5.1.2 Early Leaves would be leaves to attend an educational institution for a period of time up to and including twenty (20) school days.
  - 5.1.3 Educational Awards would be grants of money to teachers for the completion of classes taken at an educational institution outside of school hours or while a teacher is on leave of absence without pay, or while a part-time teacher is not on duty.
  - 5.1.4 Conferences, Conventions, Seminars, In-Service activities, and Classes or Programs not given university credit, but approved by the Director.
  - 5.1.5 Any amount remaining in the P.D. Fund and uncommitted for future disbursement at the end of the fiscal year shall be carried forward into the next fiscal year to a maximum of 25%.
- 5.2 **Board-Initiated Leaves**

In the event that a teacher receives a Board-Initiated Leave, the teacher shall receive one hundred (100) percent of salary.

### 5.3 Conferences, Conventions, Seminars and In-Service Activities

5.3.1 Teachers, who are authorized to attend conferences, conventions, seminars, in-service sessions or related activities, or to visit school systems, or to conduct research, shall suffer no loss of pay during absence from duties in the school system.

5.3.2 The teacher shall be reimbursed for associated expenses in accordance with Board policy.

### 5.4 Other Leaves

5.4.1 Teachers who are authorized to pursue areas of study, which, in the judgment of the Director, are for Professional Development, shall suffer no loss of pay during absence from duties in the school system.

5.4.2 The teacher shall be reimbursed for associated expenses in accordance with Board Policy.

### 5.5 Costing

5.5.1 The Board shall provide to the Executive of the RCSTA a monthly statement indicating expenditures incurred and balances remaining in the Professional Development Fund and an annual summary of expenses and balances within 120 days after the fiscal year end.

5.5.2 The following shall be charged against the Professional Development Fund:

5.5.2.1 Allowances for Short-term, Board-Initiated, and Early Leaves.

5.5.2.2 Educational Awards (reimbursement for post-secondary tuition and related expenses).

5.5.2.3 With respect to conferences, conventions, seminars and in-service:

5.5.2.3.1 Cost of substitutes where required.

5.5.2.3.2 Other direct expenses incurred by the Board excluding teacher salary costs.

### 5.6 Liability

Notwithstanding anything herein contained, no legal liability shall attach to a teacher or to a teacher's estate if, due to disabling illness or other disability or death, the teacher is unable to fulfil commitments made pursuant to this Article.

### 5.7 Transitional Procedure

Where the Board has before the date of the signing of this Agreement granted or agreed to grant a benefit in the nature of an award for professional development where called bursary, professional leave, educational leave, or otherwise, the benefit and terms under which it is granted shall not be affected by this Agreement.



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## ARTICLE 6 – NEGOTIATION LEAVE

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- 6.1 Teachers, not exceeding six (6) in number, duly appointed as the local bargaining committee of the RCSTA shall suffer no loss of salary for time necessarily absent from their regular duties for the purpose of participating in actual negotiations, or in mediation, conciliation and arbitration proceedings.
- 6.2 In addition, to facilitate the aforementioned bargaining committee in preparing for local negotiations, members of this committee shall be released from their duties without loss of salary, for up to one and a half (1.5) days. The specific days for such preparation shall be approved by the Director or designate and the RCSTA shall reimburse the Board for all associated substitute costs for the one and one-half (1.5) days.

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## ARTICLE 7 – PARENTING LEAVE

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### 7.1 Maternity Leave

Teachers shall, on application, be granted maternity leave in accordance with the relevant provisions of The Labour Standards Act. Hence, application is to be made in writing at least four (4) weeks prior to the commencement of the leave.

### 7.2 Parental Leave

A teacher shall, on application, be granted parental leave in accordance with the relevant provisions of The Labour Standards Act. Hence, application is to be made in writing at least four (4) weeks prior to the commencement of the leave.

### 7.3 Adoption Leave

7.3.1 Upon request, a teacher shall be granted leave with pay for a period of up to three (3) teaching days in order to receive a child for adoption.

7.3.2 A teacher who is adopting a child, shall, on application, be granted adoption leave in accordance with the relevant provisions of The Labour Standards Act. Hence, application is to be made in writing at least four (4) weeks prior to the commencement of the leave.

### 7.4 Other Parental Leave Without Pay

7.4.1 Leaves of absence and/or contract amendments without pay shall be granted, subject to operational feasibility, for up to one year for the following:

7.4.1.1 The period following maternity, paternity or adoptive leave should circumstances warrant same.

7.4.1.2 Pressing necessity related to parenting.



## 7.5 Return to Teaching Duties

A teacher who has been granted a leave as per sections 7.1, 7.2, 7.3, and 7.4 is entitled to return to his/her teaching duties with terms, conditions and benefits equivalent to those to which the teacher is entitled in accordance with The Labour Standards Act.

## 7.6 Paternity Leave

Upon request, a father shall be granted leave with pay for a period of up to three (3) teaching days by reason of the birth of his child. These days are granted on, and/or within a week following the birth of the child.

## 7.7 Additional Leave

The Board may grant parenting leave in excess of the number of days provided for in sections 7.1, 7.2, 7.3, 7.4, and 7.6.

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## ARTICLE 8 – COMPASSIONATE LEAVE

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8.1 A teacher shall be granted leave of absence without loss of pay for a period of time up to five (5) teaching days to attend to a serious illness and/or death in the immediate family of the teacher. A serious illness refers to a person who is in palliative care and/or illness that is imminently life-threatening. For the purpose of this Article, immediate family is defined as: spouse, father, mother, brother, sister, child, grandparent, grandchild, guardian, foster parent, parent surrogate, foster child, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, fiancé(e) or any close relative living in the same household.

8.2 A teacher shall be granted leave of absence without loss of pay for a period of time up to three (3) teaching days to attend to a serious illness and/or death of a relative. For the purpose of this Article, a relative is defined as niece or nephew, aunt or uncle.

8.3 A teacher shall be granted leave of absence without loss of pay for a period of time up to and including one (1) teaching day to attend to a serious illness, death and/or funeral in situations not covered by section 8.1 and 8.2.

8.4 Notwithstanding sections 8.1, 8.2, and 8.3, a teacher shall, on application, be granted additional compassionate leave, such as palliative care, in accordance with the relevant provisions of The Labour Standards Act.

8.5 Leaves of absence without pay may be granted for compassionate reasons beyond compassionate leave provisions.

8.6 The teacher shall notify the Board or its representatives at the earliest opportunity of the reason for the leave, the member of the family involved, and the number of days requested.

8.7 The Board may grant compassionate leave in excess of the number of days provided for in sections 8.1, 8.2, 8.3, 8.4, and 8.5 up to five (5) days.

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## ARTICLE 9 – SPECIAL AND OTHER LEAVES

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### 9.1 Judicial Leave

9.1.1 A teacher shall be granted leave of absence without loss of salary when subpoenaed as a witness or juror in court. Any remuneration awarded by the courts or as otherwise prescribed by law for the role of witness or juror above the actual expenses shall be repaid to the Board up to a maximum of salary involved for the period of absence.

9.1.2 A teacher shall be granted leave with pay for a period of up to and including five (5) teaching days per school year in order to attend any examination for discovery, pre-trial conferences or trials in actions in which the teacher is a party.

9.1.3 The Board may grant judicial leave in excess of the number of days provided for in section 9.1.2.

### 9.2 Special Leaves

Without restricting the reasons for which special leaves shall be granted, a teacher shall be granted up to five (5) special leave days over a period of two (2) school years for use and in accordance with Articles 9.2.1, 9.2.2 and 9.2.3. Pressing personal days referenced in Article 9.2.4 are not included in the five (5) day limit.

9.2.1 Two (2) days per school year that must be used on board designated instructional, non-student contact days. As no substitute teacher is required on these days, there will be no cost to the teacher.

9.2.2 One (1) day per school year that must be used on an instructional student-contact day. A substitute teacher will be required and as such, the teacher on leave shall receive their daily rate of pay less the cost of the substitute teacher.

9.2.3 Teachers may attend religious activities which cannot take place without the teacher being present.

9.2.4 Teachers may receive up to two (2) days per school year to attend to pressing personal matters.

### 9.3 Personal Leave

9.3.1 A teacher shall be granted one (1) day leave of absence with pay per school year to attend to personal matters provided availability of substitute teachers.

9.3.2 A maximum of one (1) day of personal leave may be carried forward to the next school year.

9.3.3 Personal leave days may be taken on institute days subject to meeting school needs.

### 9.4 Other Personal Leaves

The Board may grant additional 3 days personal leave without pay.

## 9.5 Other Leaves with Pay

9.5.1 A teacher shall, upon request, be granted one half (1/2) day in city or one (1) day out of city leave of absence with pay to attend university convocations or post-secondary graduations involving self, spouse, sons, daughters, brothers, sisters, sons-in-law, daughters-in-law, or parents.

9.5.2 A teacher shall be granted one (1) day of leave with pay, as per current practice, to attend a teacher's convention used for teacher business.

## 9.6 Other Leaves without Pay

9.6.1 A teacher shall, upon request, be granted leave of absence without pay for up to two (2) teaching days per school year. If either of the days of leave of absence occurs in conjunction with a school break or holiday period, the teacher may take the leave only if the Director grants permission.

9.6.2 A teacher may, upon request, and for personal matters not specified in Article 9.2, be granted leave of absence to a maximum of two (2) days per school year, at a deduction from gross pay equal to the average cost of a substitute teacher for each day absent. The calculation of the average cost of a substitute teacher shall be determined as the average cost of a substitute teacher in the preceding fiscal year.

9.6.3 Notwithstanding the other indicated leaves, a teacher shall, on application, be granted other leave in accordance with the relevant provisions of The Labour Standards Act.

## 9.7 RCSTA Presidential Leave

The Board shall provide for the full-time secondment of the President of the RCSTA. The RCSTA shall reimburse to the Board the full cost of all salary, allowances and benefits (C.P.P. and E.I.) paid by the Board.

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# ARTICLE 10 – RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

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10.1 Extra-curricular activities are defined as those authorized student activities that take place beyond the instructional time set out in The Education Act, 1995. Recognition of extra-curricular hours is not intended to cover the hourly commitment, it is an appreciation shown by the Board.

10.2 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.

10.3 Prior to undertaking of an extra-curricular activity, expectations regarding the purpose and philosophy of the activity shall be clearly stated.

10.4 Each school staff shall review annually their extra-curricular activities to determine what extra-curricular programming will be offered for the following year.

- 10.5 In recognition of the time and energy teachers contribute to their school communities, teachers who have accumulated one hundred (100) hours of school division approved extra-curricular activities shall receive a maximum of one (1) day of paid leave in recognition. A minimum of seventy five (75) hours must be student contact hours. Extra curricular hours include all hours as defined extra curricular hours within the RCSD. These hours may be earned at any Regina Catholic School. These hours must be approved by the administrator of the school in which the hours are earned.
- 10.6 Effective with the commencement of the 2013/14 school year teachers may carry forward accumulated hours of school division approved extracurricular activities into a second year.
- 10.7 Teachers can earn no more than one (1) extracurricular day per school year, or no more than two (2) days for every two (2) years. Refer to Appendix 2 for clarification regarding Extra-Curricular Hour Accumulation
- 10.8 Extra-curricular hours must be approved and tracked prior to the leave being granted.
- 10.9 A maximum of one day of leave may be carried forward to the next school year.

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## ARTICLE 11 – STAFF RETREATS

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- 11.1 Staff retreats will be conducted on a yearly basis.

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## ARTICLE 12 – TRAVEL EXPENSE REIMBURSEMENT

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- 12.1 The travel expense reimbursement paid to teachers required by the Board to travel (within a 100 km radius of the city of Regina) in the performance of their duties and who are authorized by the Director or designate to claim a travel expense, shall be the average of the kilometric rates paid to employees of the Saskatchewan Teachers' Federation, the Saskatchewan Trustees' Association and the Saskatchewan Public Service Commission. These rates will be adjusted semi-annually.
- 12.2 Travel expense reimbursement shall be paid for authorized extra-curricular and co-curricular activities involving student participation. No payment shall be made for travel between the employee's home address and designated place of employment except when extra trips are made for authorized school activities involving student participation. No payment shall be made in this case for travel beyond the city limits.
- 12.3 In-School Administrators shall be reimbursed for travel expenses incurred for school business. No payment shall be made for travel between the employee's home address and designated place of employment except when extra trips are made for authorized school activities.
- 12.4 All RCSTA members shall be reimbursed for travel incurred for parent-teacher meetings.

- 12.5 Whenever teachers are authorized to transport students in their cars for a co-curricular or extra-curricular activity, they shall be paid at a rate 10% higher than the rate specified in Section 12.1. It is further understood that should the application of this Section result in a kilometric rate in excess of the maximum allowed by Revenue Canada guidelines, the kilometric rate specified by Revenue Canada shall apply.
- 12.6 Requests for payment of travel expenses shall be submitted on a form prescribed by the Superintendent of Business and Finance.
- 12.7 Travel expense reimbursements shall be paid on a monthly basis to all employees travelling in excess of one hundred (100) kilometres per month. Employees travelling less than one hundred (100) kilometres per month shall submit a request for reimbursement of travel expense on the last day of the month in which they accumulate one hundred (100) or more kilometres.
- 12.8 Notwithstanding Section 13.7, all employees shall submit a request for reimbursement of any travel expense due to the last day of school prior to the Christmas recess and on the last teaching day of the school year.

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## ARTICLE 13 – PREPARATION TIME

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- 13.1 Preparation time will occur during assigned teacher time for direct student instruction, on the daily timetable and is time when the teacher is not performing instructional tasks involving direct interaction with 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 (see appendix #1). Teachers shall be accountable to the Principal for the appropriate use of preparation time.
- 13.1.1 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 per week of preparation time.
- 13.1.2 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. Administrators' scheduled teaching time is included in this preparation time calculation. Every effort will be made to provide blocks of no less than 30 minutes for full-time teachers.
- 13.1.3 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 resource teachers, teacher librarians, elementary school counsellors, and teachers in the band program. Teachers within these groups shall be responsible for establishing a schedule that accommodates their preparation time in accordance with the terms of this article.
- 13.1.4 The distribution of preparation time shall be subject to the approval of the Director or designate.

- 13.2 Preparation time shall be pro-rated for teachers employed on a part time basis or assigned part time instructional duties.
- 13.3 The Principal may temporarily assign a teacher instructional duties during preparation time in order to deal with:
- 13.3.1 Short-term teacher absences due to an emergent situation.
  - 13.3.2 Pre-arranged teacher absences of one-half day or less not covered by other specified substitute funding.
- 13.4 High school teachers shall not receive less preparation time (as per current practice) as a result of this agreement.
- 13.5 High school teachers shall perform only that internal substitution specified by Section 13.3.
- 13.6 The Board agrees to designate six (6) instructional days during the course of each academic year when students shall be dismissed from the elementary schools. These days shall be allocated as follows:
- Three (3) days for progress report preparation.
  - One and a half (1.5) days for preparation time.
  - One and a half (1.5) days for school team meetings, and school based in-service as planned by teachers in collaboration with school based administration.
- 13.7 High school teachers shall not receive fewer than thirteen (13) non-instructional days without the Board holding full and meaningful consultation with the RCSTA.

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## ARTICLE 14 – GRIEVANCE PROCEDURE

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- 14.1 Subject to the processes regarding arbitration of grievances contained in The Education Act, 1995 and any amendments thereto, any grievance arising out of this Agreement shall be submitted in writing to the Grievance Committee provided efforts to resolve the matter through administrative channels have failed.
- 14.2 The Grievance Committee shall be established when needed consisting of two (2) members, one (1) being the LINC Chair and one (1) appointed by the Board.
- 14.3 A third person as agreed upon by the RCSTA and the Board will be included on the committee and will act as Chair.
- 14.4 Upon notification of a grievance, the Grievance Committee shall meet within fifteen (15) days to consider the grievance.

- 14.5 The Grievance Committee may make such recommendations to the parties to the grievance, as it deems advisable. Any recommendations made by the Grievance Committee shall only be communicated to the parties if agreed to by a majority of the Committee, present and voting.
- 14.6 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter for arbitration in accordance with the terms of The Education Act, (1995), regarding arbitration of grievances and any amendments thereto.
- 14.7 Any reference to the parties shall be deemed to refer to the signatories to this Agreement.



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**SIGNATORIES**

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SIGNED ON BEHALF OF THE REGINA  
CATHOLIC SCHOOLS TEACHERS'  
ASSOCIATION BARGAINING  
COMMITTEE

SIGNED ON BEHALF OF THE REGINA  
ROMAN CATHOLIC SEPARATE SCHOOL  
DIVISION #81

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RCSTA LINC Chairperson

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RRCSSD #81 Chairperson

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RCSTA President  
(witness)

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Business and Finance Superintendent  
(witness)

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RCSTA Member  
(witness)

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Human Resource Superintendent  
(witness)

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Date

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Date

**DUTIES OF A TEACHER**

**The following is a list of duties as prescribed by section 231 of The Education Act, (1995)**

1. A teacher is responsible, in co-operation with staff colleagues and administrative authorities, for:
  - a) Advancing the educational standards and efficiency of the school;
  - b) Participating in educational planning by the staff and the board of education or the conseil scolaire; and
  - c) Advancing his or her personal professional competence.
  
2. A teacher shall:
  - a) Diligently and faithfully teach the pupils in the educational program assigned by the principal;
  - b) Plan and organize the learning activities of the class with due regard for the individual differences and needs of the pupils;
  - c) Co-operate with colleagues and associates in program development and teaching activities pertaining to the class and individual pupils;
  - d) Maintain, in co-operation with colleagues and with the principal, good order and general discipline in the classroom and on school premises;
  - e) Conduct and manage assigned functions in the instructional program in accordance with the Educational policies of the board of education or the conseil scolaire and the applicable regulations;
  - f) Keep a record of attendance of the pupils for statistical purposes in the form that the department may prescribe or in any other form that may be recommended by the principal and approved by the minister;
  - g) Report regularly, in accordance with policies of the school approved by the board of education or the conseil scolaire to the parent or guardian of each pupil with respect to progress and any circumstances or conditions that may be of mutual interest and concern to the teacher and the parent or guardian;
  - h) Participate, under the leadership of the principal, in developing cooperation and co-ordination of effort and activities of members of the staff in accomplishing the objectives of the school;
  - i) Exclude any pupil from the class for overt opposition to the teacher's authority or other gross misconduct and, by the conclusion of that day, report in writing to the principal the circumstances of that exclusion;
  - j) Furnish, on request, to the board of education or the conseil scolaire, the director, the principal or the minister, any data or information in the teacher's possession respecting anything connected with the operation of the school or in any way affecting its interests or well-being;
  - k) Deliver up any school records or other school property or property of the school division or conseil scolaire in the teacher's possession when leaving the employment of the board of education or the conseil scolaire or when requested in writing by the board of education or the conseil scolaire to do so;
  - l) Exclude from the teacher's classroom any pupil suspected to be suffering from, or of being convalescent from or in contact with, a communicable disease and immediately report that exclusion to the principal who shall give notification of the exclusion and the reasons for it to the medical health officer;
  - m) Re-admit to the classroom, on production of a written certificate from the medical health officer, any pupil who has been excluded pursuant to clause
  - n) Co-operate with the colleges of education of the universities in the education and training of teachers in accordance with the regulations and any policies of the board of education or the conseil scolaire with respect to access to the school and its facilities for that purpose;
  - o) Attend regularly all meetings of the staff convened by the principal or the director;
  - p) Advance or promote pupils in their work in accordance with the promotion policies of the school and under the general supervision of the principal; and
  - q) Co-operate with supervisors, consultants and other personnel, and undertake personal initiatives in activities intended or designed to enhance in-service professional growth and the development of professional competence and status.

### **EXTRA-CURRICULAR HOUR ACCUMULATION**

It is mutually agreed upon that teachers often dedicate themselves to activities that occur outside of the school day, and go beyond the required duties of a teacher. It has also been mutually determined that teachers performing 100 hours of, division approved, extra-curricular activity, will receive a personal day in recognition of these contributions. A teacher shall receive this personal day when requested, pending the availability of a substitute teacher at the time of the request.

In the negotiation preceding the 2014-2017 LINC agreement, both parties agreed that teachers could accumulate extra-curricular hours over the course of two years in order to earn up to two personal days' recognition (1 per year). It was also discussed, and agreed upon, that once a teacher chose to combine hours from two consecutive school years, that no additional hours accumulated during those years could be combined with any other year.

The intent of this appendix is to clarify how hours may be accumulated over a two school year period.

#### Example 1

Year A – 111 hours accumulated

Year B – 93 hours accumulated

The teacher may use the 11 additional hours from year A with the 90 hours in year B. The teacher may use the day once hours are accumulated in Year B, or carry the day forward into the next year. (It is the day that can be carried forward, not the additional hours)

#### Example 2

Year A – 75 hours accumulated

Year B – 136 hours accumulated

The teacher may combine the hours accumulated in Year A, with the hours accumulated in Year B, for a Personal Day. Personal Days may be carried forward into the following year, or used during Year B. Though the teacher has accumulated 13 hours more than required for the Personal Days, those hours cannot be carried forward.

There are numerous other potential combinations of hours to accumulate enough hours for Personal Days. The point of clarification is that it is understood that once a teacher chooses to combine two years of accumulated hours, no hours can be carried forward into future years.

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## ADDENDUM

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THIS ADDENDUM dated this    day of December 2019

BETWEEN;

**THE REGINA ROMAN CATHOLIC SEPARATE**

**SCHOOL DIVISION # 81**

**-AND-**

**THE REGINA CATHOLIC**

**SCHOOLS TEACHERS' ASSOCIATION**

### **Background**

- A. RRCSSD #81 and RCSTA (the "Parties") entered into the LINC Agreement dated July 1, 2019, for the purpose of making changes to the wording of Article 9.2 to provide clarity about the days in which Special Leave; cost of substitute days can be taken.
- B. The Parties desire to amend the Agreement on the terms and conditions set forth in this Addendum (the "Agreement")
- C. This Addendum is the first amendment to the LINC Agreement.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing LINC Agreement and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions and agreement below:

### **Admendment**

- 1. The LINC Agreement is amended ad follows:
  - a. The following language of Article 9.2 of the LINC Agreement is hereby recinded:

#### 9.2 Special Leaves

Without restricting the reasons for which leaves may be granted, a teacher may be granted leave with full salary and/or less sub costs in respect to the following:

- 9.2.1 Teachers shall receive up to three (3) days at cost of sub. Two (2) of these days may be used on board designated instructional, non-student contact days, in which case there is no cost to the teacher
- 9.2.2 To attend religious activities at which the event/meeting cannot take place without the teacher's presence.
- 9.2.3 Up to two (2) days to attend to pressing personal matters.  
Special leaves listed in articles 9.2.1, 9.2.2 and 9.2.3 are limited to five (5) days over two (2) years effective the 2019/20 school year

- b. The following language of Article 9.2 of the LINC Agreement is the agreed upon amended language effective on the date shown below:

9.2 Special Leaves

Without restricting the reasons for which special leaves shall be granted, a teacher shall be granted up to five (5) special leave days over a period of two (2) school years for use and in accordance with Articles 9.2.1, 9.2.2 and 9.2.3. Pressing personal days referenced in Article 9.2.4 are not included in the five (5) day limit.

- 9.2.1 Two (2) days per school year that must be used on board designated instructional, non-student contact days. As no substitute teacher is required on these days, there will be no cost to the teacher.
- 9.2.2 One (1) day per school year that must be used on an instructional student-contact day. A substitute teacher will be required and as such, the teacher on leave shall receive their daily rate of pay less the cost of the substitute teacher.
- 9.2.3 Teachers may attend religious activities which cannot take place without the teacher being present.
- 9.2.4 Teachers may receive up to two (2) days per school year to attend to pressing personal matters.

**No Other Change**


- c. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the agreement remain unchanged and in full force and effect.

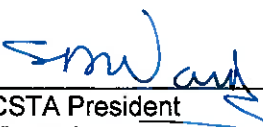
IN WITNESS WHEREOF the parties have a duly affixed their signatures on this 3 of ~~December, 2019~~ <sup>February 2020</sup>


SIGNED ON BEHALF OF THE REGINA  
CATHOLIC SCHOOLS TEACHERS'  
ASSOCIATION BARGAINING  
COMMITTEE

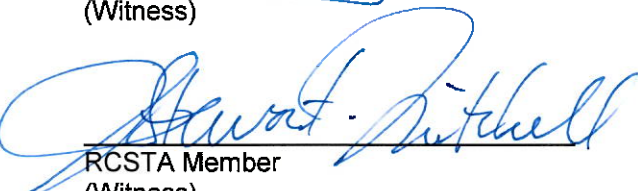
SIGNED ON BEHALF OF THE REGINA  
ROMAN CATHOLIC SEPARATE SCHOOL  
DIVISION #81

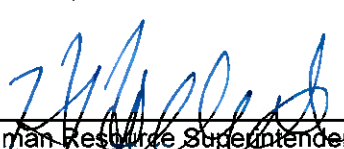
  
\_\_\_\_\_  
RCSTA LINC Chairperson

  
\_\_\_\_\_  
RRCS#81 Chairperson

  
\_\_\_\_\_  
RCSTA President  
(Witness)

  
\_\_\_\_\_  
Business and Finance Superintendent  
(Witness)

  
\_\_\_\_\_  
RCSTA Member  
(Witness)

  
\_\_\_\_\_  
Human Resource Superintendent  
(Witness)

February 3, 2020  
Date: