



Local Collective Bargaining Agreement

Between

**The Board of Education of the Good Spirit School Division No. 204 of
Saskatchewan**

And

**The Good Spirit Teachers' Association of the Good Spirit School
Division No. 204 of Saskatchewan**

Effective July 1, 2021 to June 30, 2024

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GOOD SPIRIT SCHOOL DIVISION NO. 204
LOCAL COLLECTIVE BARGAINING AGREEMENT FOR THE GOOD SPIRIT TEACHERS’
ASSOCIATION

Between

THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF
SASKATCHEWAN (hereinafter called “The Board”)

And

THE BARGAINING COMMITTEE APPOINTED BY THE **GOOD SPIRIT TEACHERS’**
ASSOCIATION (GSTA) OF SASKATCHEWAN (hereinafter called “**The GSTA Members or**
Members”)

has been negotiated in accordance with *The Education Act, 1995* and shall be effective **July 1, 2021** to **June 30, 2024**.

Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meaning as given to them in *The Education Act, 1995*.

The terms and conditions herein reduced to writing represent the whole agreement negotiated by the parties and are not subject to any additional terms and conditions other than those, if any, prescribed by law. The parties to this Agreement may by mutual consent revise any provision of this Agreement during the term of this Agreement.

Preamble: Definitions

For the purpose of this agreement, the following definitions in accordance with the Education Act will apply to the terms listed below:

Academic Year – the portion of a school year commencing on the first school day and ending on the last school day of that school year

Fiscal Year – the period commencing on September 1st of one year and ending on August 31st of the following year

School Year – the period commencing on July 1st in one calendar year and ending on June 30th in the next calendar year

Summer Savings Plan – the Board shall grant to GSTA Members on continuing contracts, the opportunity to holdback an authorized amount of salary or deposit a portion of salary into a second account to provide income in July and August.

Secondment – the assignment of a GSTA member to an organization outside of GSSD for a temporary period.

For the purpose of this agreement, the basic salary is as identified in Article 2 of the Provincial Bargaining Agreement.

Section 1: Pay Periods & Deduction of Local Fees

1.1 Payment of GSTA Members Salaries

- 1.1.1 **Members** on continuing contracts shall **be paid** over ten (10) **months** per **fiscal** year. **Members may choose the summer savings plan.**
- 1.1.2 The pay period chosen shall remain in effect for the following year of September 1st to August 31st and continue thereafter until changed by written request from the **member.**
- 1.1.3 **Members** shall notify the Director or designate in writing of their choice of pay periods prior to **September 10th** effective **the current** year.
- 1.1.4 **Members** newly employed by the Board on continuing contracts shall be given the option as outlined above. Each newly employed **member** shall make their option known at the time of signing their contract.
- 1.1.5 Payment of salaries for **members** on replacement contracts will be based on ten (10) pay periods and **members** on temporary contracts will be paid on actual time worked.

1.1.6 **Members** shall be paid on the 28th day of the month by direct deposit to the **members** financial institution. When the 28th of the month falls on a **non-banking day**, payment will be made on the **last banking day prior to the 28th**.

1.1.7 In December, **members** will be paid on the last teaching day of the month.

1.2 Deduction of Local Association Fees

1.2.1 **Every teacher who is now or hereafter employed with the Board, shall become a member of and maintain membership in the GSTA as a condition of employment.**

1.2.2 **The Board shall deduct from each GSTA member, the total GSTA association fees in equal monthly amounts.**

1.2.3 **The GSTA President shall provide written notification to the Board by May 30th each year of the GSTA association fees to be deducted over the next academic year.**

1.2.4 **The Board shall, each month in the academic year, electronically deposit the collected fees into the GSTA bank account specified by the GSTA Treasurer.**

Section 2: Deferred Salary Plan

A deferred salary plan will be made available to all **members** in the division. Leave with deferred salary is subject to the following conditions:

2.1 The **member shall** have completed two (2) years of teaching with the Board prior to application.

2.2 A **member**, who makes application to defer salary, is required to defer salary for four (4) academic years with the leave to be taken during the fifth (5th) year.

2.3 To access the deferred salary, a **member shall** request leave for a full academic year.

2.4 The **member** shall make an application no later than September 15th of the first (1st) year.

2.5 A **member** wishing to opt out of the plan may do so on agreement with the Director:

2.5.1 at any point prior to the fourth (4th) year; or

2.5.2 during the fourth (4th) year not later than January 31st

2.5.3 amount payable to the **member** shall be paid out

Section 3: Leave

GSTA Members on temporary contracts shall be entitled to leaves on a pro-rated basis and shall be the same percentage of time as set out in the **members** contract of employment. **Members** shall retain accumulation of days from one temporary contract to another provided the contracts are in the same academic year.

Part-time **members** shall be entitled to leaves on a pro-rated basis and shall be the same percentage of time as set out in the **members'** contract of employment.

3.1 Release Time for Good Spirit Teachers' Association (GSTA) Elected Officials

In the event mutual agreement is unable to be reached in Option A, Option B will apply. **The GSTA shall reimburse the Board, within the fiscal year, actual costs to the Board of the elected officials release and/or secondment time.**

Option A

- 3.1.1 The GSTA shall notify the board the day after the GSTA annual general meeting in May of each year who has been elected president for the following year. The president elect shall be granted up to 30% release time per academic year. The exact percentage shall be determined by mutual agreement between the president elect, principal and superintendent.
- 3.1.2 The GSTA president shall be granted up to an additional maximum of five (5) days leave for each academic year to be used for association work.
- 3.1.3 The GSTA shall be granted up to a maximum of forty-five (45) days leave for each academic year to be used by elected officials, with the exception of the president, for association work. Such leave will be approved **provided operational needs are met after** consultation with the principal. Such leaves shall not be unreasonably withheld.
- 3.1.4 A maximum of ten (10) days for any one executive member with no more than two (2) consecutive days in an academic year.

Option B:

- 3.1.5 The GSTA shall be granted up to a maximum of fifty (50) days leave for each academic year to be used by elected officials for association work.
- 3.1.6 A maximum of ten (10) days for any one executive member with no more than two (2) consecutive days in an academic year.

3.2 Negotiation Leave

- 3.2.1 A GSTA member certified by the GSTA to act as a representative of the LINC shall suffer no loss in salary for time necessarily absent from their regular duties for the purpose of participation in negotiation, mediation, conciliation, or arbitration.
- 3.2.2 The Board shall cover the cost of substitute teacher salaries when a GSTA member is required by the Board to participate in any leave stated in 3.2.1, during school hours.
- 3.2.3 The Board, in the event of mutual agreement with the LINC to engage in negotiation training, shall equally share the cost of the substitute teachers and any other training costs, for up to four (4) days of leave of absence with pay for each GSTA member who is a member of the LINC.
- 3.2.4 Each party is responsible for their own member costs for negotiations.

3.3 Saskatchewan Teachers' Federation Leave for Officials

GSTA members elected or appointed to fulfill duties specified by the Saskatchewan Teachers' Federation shall be entitled to leaves of absence in accordance with the Provincial Collective Bargaining Agreement.

3.4 Provincial Curriculum Leave

- 3.4.1 A **member** applying to serve on a provincial curriculum development committee will submit written notification to the Director. A decision to serve on the committee shall be made after consultation with the Director, principal and the **member** involved.
- 3.4.2 Any **member** serving on a provincial curriculum development committee shall be granted leave with pay to attend meetings of the committee.

3.5 Education Leave

For the purpose of this section, Education Leave is defined as a leave in which a **member** desires to pursue studies, or to undertake training or other activities from a recognized post-secondary institution, in order to expand or improve **their** professional qualifications that align with the Board's goals, priorities and financial resources available in a given year.

- 3.5.1 The Director may grant a long term (one (1) semester or more) or a short-term education leave to a **member** and, if granted, the following shall apply:

- 3.5.1.1 Leave of absence for any period of time up to a maximum of one (1) full academic year may be granted for the purpose of improving the qualifications of a **member**.

- 3.5.1.2 To qualify, a **member shall** have at least four (4) years' consecutive service or equivalent with the Board.
- 3.5.1.3 A **member** shall apply to the Director for education leave no later than December 20th of an academic year for a leave which will commence in the following year. The leave shall be conditional upon their acceptance into the program. The Director shall notify the **member** of their decision within six (6) weeks of the final date of application. Upon request, applicants will be informed of the specific criteria used in reaching the decision.
- 3.5.1.4 While on leave, the **member** will undertake a course of study that has been approved by the Director.
- 3.5.1.5 When an education leave has been granted under this section, the **member** and Director or designate shall execute a written agreement incorporating the terms and conditions of the leave.
- 3.5.1.6 The **member** shall undertake, in writing, to return to the employ of the Board for a period of time as outlined below:
 - 3.5.1.6.1 A leave of one (1) semester or more requires two (2) years teaching service immediately following the leave.
 - 3.5.1.6.2 A leave less than one (1) semester requires one (1) year teaching service immediately following the leave.
 - 3.5.1.6.3 In the event of default, the **member** agrees to refund the money awarded to **them** together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. The Board shall immediately discontinue any further payment.
- 3.5.1.7 The Board will assist the **member** by providing 60% of the basic salary of the **member**, commencing the beginning of the leave in accordance with Section 1 – Payment of **GSTA Members** Salaries.
- 3.5.1.8 Education leave granted for an academic year shall not constitute a break in service but neither shall it count as a year of experience for the purpose of increments. Years of experience are not affected by short term leaves.

- 3.5.1.9 Should the **member** discontinue the program, the **member** shall immediately undertake to refund the award in a lump sum payment or through fixed payroll deductions within a period not to exceed one (1) year following the date of **their** return to the school system together with interest at the preferred lending rate prevailing at the date of the award. The Board shall immediately discontinue any further payment.
- 3.5.1.10 In the event the **member** should die or become disabled from teaching while on leave of absence or during the period of committed service, there shall be no legal liability on any person or estate for refund of the award in whole or in part. The Director may require a medical certificate for a disability if deemed necessary.
- 3.5.1.11 In rare cases involving extenuating circumstances, after application to the Director setting out the reasons, the Director may authorize an extension to the program completion date, the repayment provisions and the return in service provisions subject to written agreement of the parties.
- 3.5.1.12 The **member**, upon **their** return to the school system, shall return to a position comparable to that held prior to the award or to a subsequent mutually agreed upon position.
- 3.5.1.13 In the event the **members'** position is declared redundant, there shall be no requirement to repay the award.

3.6 Sabbatical Leave

For the purpose of this section, Sabbatical Leave is defined as a leave free from all teaching and administrative duties to gain educational and life experience. Consideration is dependent on financial resources available in a given year.

- 3.6.1 The Director may grant a long term (one (1) semester or more) or a short-term sabbatical leave to a **member**, and if granted, the following shall apply:
 - 3.6.1.1 Leave of absence for any period of time up to a maximum of one (1) full academic year may be granted for the purpose of improving the qualifications of a **member**.
 - 3.6.1.2 To qualify, a **member shall** have at least four (4) years' consecutive service or equivalent with the Board or predecessor Board.
 - 3.6.1.3 A **member** shall apply to the Director for sabbatical leave no later than December 20th of an academic year for a leave which will commence in the following year. The leave shall be conditional upon their acceptance into the program. The Director shall notify the **member** of their decision within six (6) weeks of the final date of application. Upon request,

applicants will be informed of the specific criteria used in reaching the decision.

- 3.6.1.4 When a sabbatical leave has been granted under this section, the **member** and Director or designate shall execute a written agreement incorporating the terms and conditions of the leave.
- 3.6.1.5 The **member** shall undertake, in writing, to return to the employ of the Board for a period of time as outlined below:
 - 3.6.1.5.1 A leave of one (1) semester or more requires two (2) years service immediately following the leave.
 - 3.6.1.5.2 A leave less than one (1) semester requires one (1) year service immediately following the leave.
 - 3.6.1.5.3 In the event of default, the **member** agrees to refund the money awarded to **them** together with interest at the preferred bank lending rate prevailing at the date of the award. In the event there is partial compliance as to time, the refund shall be the equivalent portion of the amount of the award. The Board shall immediately discontinue any further payment.
- 3.6.1.6 The Board will assist the **member** by providing 51% of the basic salary of the **member**, commencing the beginning of the leave in accordance with Section 1 – Payment of **GSTA Members** Salaries.
- 3.6.1.7 Sabbatical leave granted for an academic year shall not constitute a break in service but neither shall it count as a year of experience for the purpose of increments. Years of experience are not affected by short term leaves.
- 3.6.1.8 In the event the **member** should die or become disabled from teaching while on leave of absence or during the period of committed service, there shall be no legal liability on any person or estate for refund of the award in whole or in part. The Director may require a medical certificate for a disability if deemed necessary.
- 3.6.1.9 The **member**, upon **their** return to the school system, shall return to a position comparable to that held prior to the award or to a subsequent mutually agreed upon position.
- 3.6.1.10 In the event that the **members'** position is declared redundant, there shall be no requirement to repay the award.

3.7 Compassionate Leave

- 3.7.1 A **member** shall be granted compassionate leave with pay for up to five (5) consecutive teaching days per occasion in the event of a life-threatening illness, death and funeral in the immediate family.
- 3.7.2 For the purpose of this section, immediate family is defined as spouse, common-law spouse, partner, mother, father, legal guardian, brother, sister, child, ward, and grandchild. **This includes all step relations and in-laws.**
- 3.7.3 A **member** shall be granted compassionate leave with pay for up to three (3) consecutive teaching days per occasion in the event of a life-threatening illness, death and funeral in the extended family.
- 3.7.4 For the purpose of this section, extended family is defined as grandparent, uncle, aunt, niece and nephew as well as those members of the spouses' extended family.
- 3.7.5 In extenuating circumstances such as extensive travel and administrative responsibilities, a **member** may be granted one (1) additional day of bereavement leave with pay. In order for such a request to be considered, the **member** shall supply the details of the request to the Director.
- 3.7.6 The Director, at **their** discretion, may grant additional compassionate leave without pay. In order for such a request to be considered, the **member** shall supply the details of the request to the Director.

3.8 Personal Leave

A **member** shall be granted one (1) day leave with pay for one or more of the following reasons to a maximum of five (5) teaching days in any one (1) academic year. If the days are to be requested consecutively, they **shall** be approved by the Superintendent of Education after consultation with the principal.

Personal leave days will be prorated for part-time **members**.

These days will be prorated for **members**' whose employment commences after the beginning of the school year. **Members** shall receive ½ day personal leave for each month of service from their commencement of employment, not to exceed five (5) days per year.

- 3.8.1 To attend secondary graduation or post-secondary convocation of self, child, spouse or partner.

- 3.8.2 To attend to secondary graduation or post-secondary convocation of parent or sibling. The number of such days in any one (1) academic year shall not exceed one (1) per instance.
- 3.8.3 To attend functions of voluntary community organizations if **they are** an officer of such an organization on a regional, provincial, national and international level. Any eligible salary per diems shall be reimbursed to the Board. The number of such days in any one (1) academic year shall not exceed three (3).
- 3.8.4 To attend to duties as an official delegate (beyond the local meeting) arising from membership of a local government board. Any eligible salary per diems shall be reimbursed to the Board. The number of such days in any one (1) academic year shall not exceed three (3).
- 3.8.5 To serve as an active pallbearer, musician, soloist, reader or communion server at a funeral.
- 3.8.6 To attend a funeral as a mourner. The number of such days in any one (1) academic year shall not exceed one (1).
- 3.8.7 In the instance a **member** is stranded from **their** work due to impassable or extremely hazardous roads. The number of such days in any one (1) academic year shall not exceed two (2). **In order for a member to access this clause from a point other than their residence, the roads will be deemed travel not recommended by the local authority.**
- 3.8.8 To enable a **member** to attend the birth of **their** child.
- 3.8.9 To enable a **member** to bring a newborn child home from the hospital.
- 3.8.10 To enable a **member** to be present when a child becomes available for **their** adoption.
- 3.8.11 To attend non-routine medical or dental appointments or medical referrals to specialists for a spouse, partner, child, ward, parent or parent-in-law.
- 3.8.12 To attend an emergency, accident or sickness involving a spouse, partner, child, ward, parent or parent-in-law. For this clause only, up to three (3) consecutive days may be approved by the principal without consultation with the Superintendent.

3.9 Other Leave

The Director, at **their** discretion, may grant a **member** a leave of absence with or without pay for unforeseen or extenuating circumstances under the following provisions:

- 3.9.1 A **member shall** have exhausted the use of all EDO's prior to requesting a leave under this section.
- 3.9.2 A request for leave including a detailed explanation **shall** be submitted to the principal which will then be forwarded to the Director for consideration. A decision shall be made after consultation with the principal and employee involved.

3.10 Maternity, Parental and Adoption Leave

- 3.10.1 A **member** shall be entitled to maternity, parental and adoption leave in accordance with *The Saskatchewan Employment Act* and the ***Provincial Collective Bargaining Agreement***.
- 3.10.2 The Director may grant unpaid leaves for such longer periods of time as may be mutually agreed upon by the **member** and the Director.

Preamble: Earned Days Off (EDOs)

For the purpose of Section 4 and 5, **members** may accumulate Earned Days Off (EDOs) for **lunch** period travel, **lunch** supervision and extra-curricular supervision.

Definitions

Lunch Period Travel

Lunch period travel shall mean a **member** who is required and approved to travel between schools over the **lunch** hour for work-related purposes and does not receive a duty-free lunch period. Travel time is tracked in minutes.

Lunch Supervision

Lunch supervision shall mean approved supervision during the lunch period. A **member** volunteering to provide **lunch** supervision shall declare **their** intention by June 10th of the preceding school year. In the case of a **member** new to the division, the **member** shall declare **their** intent with respect to the above on the first day of **their** employment. Supervision time is tracked in minutes.

Extra-Curricular Supervision

Extra-curricular shall be defined as the voluntary time spent supervising a principal-approved extra-curricular activity with students outside of regular school hours. Extra-curricular time is submitted in hours.

Entitlement

- **Five (5)** days may be used as time in lieu in any one school year. The principal **shall** receive the written request on the appropriate form well in advance of the requested date(s).
- Approval will be at the principal's discretion, subject to the **operational** requirements of the school.
- Part-time **members** who use EDOs do so prorated to their contracts to a maximum of **5** days of their part-time days.

Payroll Notification

- By June 1st, **members** shall inform payroll, via their school administration, the time worked in the following categories:
 - **lunch** hour supervision in minutes
 - extra-curricular supervision in hours to a maximum 360 hours
 - **lunch** period travel in minutes
 - total number of EDOs taken during the academic year
 - carry forward day(s) (if applicable)

Carry Forward Time

- Up to a maximum of two (2) days of unused time in lieu may be carried forward to the next year to be used in accordance with *Preamble: Earned Days Off - Entitlement*.
- By June 1st **members** shall inform payroll, via their school administration, of their intention to carry forward their two (2) unused time in lieu days. The unused time in lieu day(s) may be carried forward in a half or full day increments only.

Section 4: Lunch Period Travel and Lunch Period Supervision

- 4.1 Any **member** who is approved to travel over the **lunch** period or provide **lunch** supervision shall be compensated in accordance with the following:
- 6 hours of service = ½ day time in lieu.
 - 12 hours of service = 1 day time in lieu.
 - 18 hours of service = 1.5 days time in lieu.
 - 24 hours of service = 2 days time in lieu.
 - 30 hours of service = 2.5 days time in lieu.
 - 36 hours of service = 3 days time in lieu.
 - 42 hours of service = 3.5 days time in lieu
 - 48 hours of service = 4 days time in lieu.

- Time earned in less than half day increments, hours not used as time in lieu or hours earned in excess of 48 hours shall be paid an hourly rate of 1/12 of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement.
- For the purpose of this contract, a half day shall be one morning or one afternoon.
- Any payout shall be made in June.

Section 5: Extra-Curricular Supervision

5.1 Any **member** who is approved to provide extra-curricular supervision shall be compensated in accordance with the following:

- An additional 5% of the earned hours will be granted in recognition of time spent planning an approved activity.
- **Members** who earn less than 40 hours of service may be paid an hourly rate of 1/40 of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement. These hours may be carried forward in accordance with *Preamble: Earned Days Off – Carry Forward Time*.
- 40 hours of service = 1 day time in lieu.
- 75 hours of service = 1.5 days time in lieu.
- 110 hours of service = 2 days time in lieu.
- 145 hours of service = 2.5 days time in lieu.
- 180 hours of service = 3 days time in lieu.
- 210 hours of service = 3.5 days time in lieu.
- 240 hours of service = 4.0 days time in lieu.
- Increments of 270, 300, 330 and 360 hours of service shall be paid one half (½) of the daily rate of Class V Step 6 as outlined in Article 2 of the Provincial Collective Bargaining Agreement for each increment reached.
- For the purpose of this contract, a half day shall be one morning or one afternoon.
- Any payout shall be made in June on the regular monthly pay cheque.
- Carry forward of hours between increments beginning at 40 hours and ending at 360 hours will be carried forward into the new school year.
 - Example: 50 hours = 1 day time in lieu and 10 hours carried forward to the next year.

5.2 Recognition Fund for Extra-Curricular Hours Above 360

5.2.1 **Members** that provide more than 360 hours of extra-curricular supervision in a school year will receive \$500.00 recognition allowance to be used for professional development or extra-curricular development. Special recognition funds can accumulate to a maximum of \$1000.00 and **shall** be used within four (4) years. This fund can be used in conjunction with the school-based PD fund or other available professional development funds.

- 5.2.2 **Members'** that provide more than 360 hours of extra-curricular supervision in a school year may waive the allowance option in 5.2.1 and in place thereof request a lump sum payment of \$500.00, which will be subject to applicable payroll deductions.
- 5.3 Payment for Earned Days Off will be calculated using Class V Step 6 rates currently in effect as of June 1st in that academic year.

Section 6: Reimbursement of Expenses

Reimbursement of **member** out-of-pocket expenses is to be handled at a school-based level with decentralized budgets.

Section 7: Professional Development

7.1 School Based Fund

7.1.1 The Board shall allocate a portion of the budget each fiscal year to fund professional development, including but not limited to conferences, seminars, workshops, collaborative learning and peer observations. The fund shall be equivalent to 0.56% of annual in-scope **member** salaries in the approved budget. This fund shall be allocated to each school based on its proportion of the total approved full time equivalent **members**. The GSTA will be provided with the annual per school allocation.

7.1.2 Principals shall establish an in-school professional development committee to develop procedures on how the decentralized portion of professional development will be administered, and to grant professional development leaves as needs of the school dictate.

7.2 Association Days

For the purpose of this section, it is agreed that the Board and the GSTA will jointly plan and fund two (2) association days per academic year that focus on curriculum and professional development needs of the division. This shall include one half (1/2) day devoted to a GSTA business meeting. The Board shall take the lead role in planning the day in Semester 1 and the GSTA shall take the lead role in planning the day in Semester 2.

7.3 Board Directed Training

When the Board requires a **member** to attend a professional development session, all expenses are to be covered by the Board and will have no impact on school based professional development funds.

Section 8: Staff Meeting and School Based Planning Days

In order to facilitate adequate time for school staff meetings and staff development, the Board shall provide for one non-student day per semester. In order to ensure Transportation services continue to operate most efficiently, these days shall apply to all schools on the same day.

Principals will schedule a reasonable number of staff meetings if required and this plan will be communicated at the commencement of the school year.

Section 9: Bursaries

- 9.1 The Board shall establish a bursary fund for the purpose of improving professional qualifications of its teaching staff. This fund shall be equivalent to 0.13% of annual in-scope **member** salaries.
- 9.2 The fund will be allocated to cover tuition and administration fees of an approved post-secondary course and/or a Saskatchewan Teachers' Federation short course.
 - 9.2.1 If the credit hours are not identified, the equivalent credit hours will be determined by the Director in consultation with the applicant.
- 9.3 Up to twelve (12) credit hours may be approved for reimbursement per **member** in any one fiscal year.
 - 9.3.1 **Members'** may make written application to the Director or designate to be reimbursed for more than twelve (12) credit hours in any one fiscal year.
- 9.4 The reimbursement amount per credit hour will be calculated by dividing the approved bursary fund by the number of total approved credit hours in the fiscal year.
- 9.5 If additional grants are available for a prescribed course, costs above tuition and administration fees may be covered.
- 9.6 The fund shall be set up on the Board's fiscal year with no accumulation or carry-over of funds.
- 9.7 To qualify for an award, a **member shall** have completed one (1) year of teaching service with the Board prior to commencement of the program or course.
- 9.8 An application form shall be forwarded to the Director or designate at the time of registration for the course.
- 9.9 Payments for successful completion of approved course(s) shall be made upon sufficient proof of completion. Proof of completion is defined as the official transcript and receipts for bursary approved course(s). This documentation **shall** be received by the division office no later than **September 30th** to be eligible for payment. Payment will be processed after the fiscal year is complete.

- 9.10 The **member** shall undertake, in writing, to return to the employ of the Board for at least one (1) year immediately following the completion of the program or course. Notwithstanding the above, the Board may, at its discretion, waive compliance on the part of the **member** in whole or in part.

Section 10: Learning Leader Allowance

Learning leaders shall receive one (1) period of release time per day per semester.

Section 11: Preparation Time

The Good Spirit School Division maintains its commitment to the curricular program through provision of preparation time for **members**. This time is based on three foundational principles:

- Provision shall be equitable (just and fair);
 - Provision shall enhance the **members'** capacities to meet the learning needs of students; and
 - Provision shall enhance the school's capacity to be a learning community.
- 11.1 8% to 10% preparation time shall be allocated to individual **members**. The assignment of preparation time may be less than 8% in schools where administration, in joint consultation with *all* staff, determines creative and practical ways to meet the needs of their **members** and school. It is mutually understood that ongoing dialogue is necessary to resolve issues concerning preparation time. The principal will schedule preparation time **within the timetable** for each **member**.

Section 12: Transition to Retirement

- 12.1 This program is strictly voluntary to **members** who have attained superannuation eligibility. **Members** interested in accessing this section are encouraged to direct inquiries regarding eligibility to the Director.
- 12.1.1 If a **member** is eligible and wishes to participate, the **member shall** provide a letter of resignation to the Director at least four (4) weeks in advance of the requested date of superannuation. The superannuation date chosen **shall** coincide with the last teaching day of the month in which the superannuation will occur. The date of superannuation will be in the months of September to May inclusive.
 - 12.1.2 If the date of superannuation will be in the month of May, notice will be provided no later than April 1st of that year.

- 12.1.3 The **member** applying for this program will receive a one-time temporary contract from the beginning of the month following the resignation to June 30th of that school year.
- 12.2 In order to assist with **member** recruitment, an early notice incentive payment of \$1,000.00 will be provided to **members** not applying for the transition to retirement program but retiring June 30th of that school year and who provide written notice of their resignation prior to December 20th of that school year. The \$1,000.00 early notice incentive payment **or other incentives offered within the school year** will be processed in **June** of that school year.
- 12.3 **Should an incentive be offered greater than 12.2, members will be eligible for this amount and forfeit the amount in 12.2.**
- 12.4 **Retirement incentives will be paid in June of that school year.**

Section 13: Special Allowances

Each program consultant appointed by the Director shall receive the following allowance:

Tier One

0.15 times current class, step and **total contracted** FTE percentage for Consultants with supervisory and hiring responsibilities.

Tier Two

0.075 times current class, step and **total contracted** FTE percentage for **Instructional Coaches** with no supervisory responsibilities.

Section 14: Reassignment of GSTA Members within Good Spirit School Division

Members reassigned by the Good Spirit School Division to provide in-service **in half day increments** to other staff shall be paid an allowance of 10% of the **members' daily** salary as set out in Article 2.1 of the Provincial Collective Bargaining Agreement. Such allowance shall be in addition to the basic salary and allowances.

Section 15: Substitute Teachers

- 15.1 Substitute teachers shall be paid at a daily rate of one / number of days of the school year of the minimum annual rate of pay in the class that **their** certification entitles **them** on the current salary schedule in effect at the time of substituting. With each new Provincial Agreement, substitute salaries will be re-calculated effective the date of the signing of the new agreement.

- 15.2 Commencing on the sixth (6th) consecutive day of substitute teaching for the same **member**, the substitute teacher shall be paid as per the Provincial Collective Bargaining Agreement (class and experience), retroactive to the first (1st) day.
- 15.3 Scheduling of substitute teachers will be balanced between teachers with varying levels of experience including superannuates.
- 15.4 Substitute teachers are welcomed to attend professional development opportunities throughout the division. Substitute teachers shall refer to the division website for updates.
- 15.5 A substitute teacher shall be paid no later than the fifth (5th) business day of the month following a month in which the teacher provided substitute service.
- 15.6 Substitute teachers who volunteer to provide noon supervision shall be paid an hourly rate of 1/12 of the daily rate of Class IV Step 1 as outlined in Article 2 of the Provincial Collective Bargaining Agreement.

Section 16: Vacancies

A notice of all vacant administrative, consultant, **instructional coaches**, and teaching positions not filled by transfers covered by this Agreement shall be posted to the Good Spirit School Division website. **Members** currently employed are required to apply for any posted positions of interest.

Section 17: Transfers

- 17.1 A consultative process between the Director or designate, principal and **member** will occur with regard to transfers.
- 17.2 **In the instance of a division-initiated transfer, the member will have the GSTA President or designate present.**
- 17.3 When a **member** is requested by the Director to transfer, fair compensation will be available for reasonable and necessary moving costs.

Section 18: Policy Advisory Committee

- 18.1 When a review of administrative procedures and board policy occurs that are relevant to **members'** duties, the Director shall solicit input from the GSTA.
- 18.2 Proposed administrative procedures changes will be forwarded to the GSTA President for distribution.

Section 19: Grievance Procedure

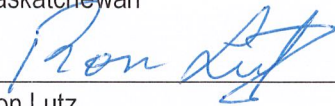
- 19.1 Grievance is defined as a complaint involving the alleged violation, misinterpretation or misapplication of a written provision of this Agreement.
- 19.2 When a **member** has a grievance or complaint with respect to a specific section or article of this Agreement, **they** shall refer it to the chairperson of the Local Implementation Negotiation Committee (LINC) within twenty (20) school days of the alleged infraction.
- 19.3 The chairperson of LINC, upon receipt of the written notice of a grievance, shall contact the Director within three (3) teaching days and arrange to resolve the grievance.
- 19.4 If within fifteen (15) teaching days from when the Director is notified in Clause 19.3 the Director and chairperson have not resolved the grievance, it shall be referred to the arbitration process as set out in Section 261 of *The Education Act, 1995*.
- 19.5 Time limits may be extended by mutual agreement of the parties.

Section 20: Review Clause

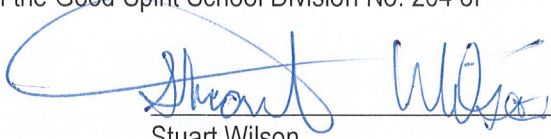
The parties agree to meet each **March** for an annual review of the contract or upon written request of either party with thirty (30) days' notice to discuss issue(s) that may arise from this contract.

IN WITNESS WHEREOF of the said parties have hereunto affixed their signatures this 7th day of October 2022.

SIGNED on behalf of the **GSTA Members** of the Good-Spirit School Division No. 204 of Saskatchewan




Ron Lutz
Chairperson



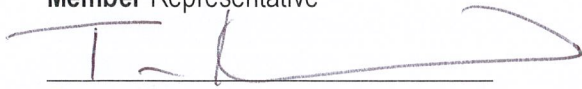
Stuart Wilson
GSTA President



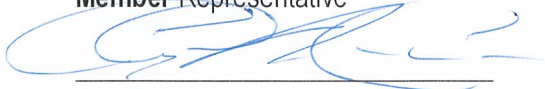
Sarah Greensides
Member Representative



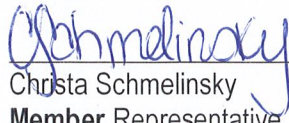
Cory Johnson
Member Representative



Tim Kempton
Member Representative

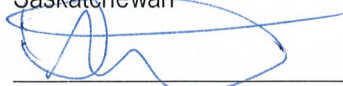


Andrew Rondeau
Member Representative

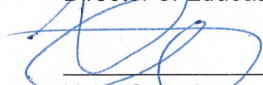


Christa Schmelinsky
Member Representative

SIGNED on behalf of the Board of Education of the Good Spirit School Division No. 204 of Saskatchewan



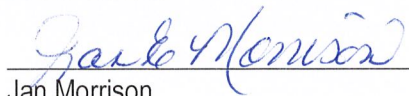
Quintin Robertson
Director of Education



Keith Gervais
Chief Financial Officer



Lois Smandych
Board Trustee



Jan Morrison
Board Trustee

LETTER OF UNDERSTANDING NO. 1

Between

**THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204
OF SASKATCHEWAN**

And

THE GOOD SPIRIT TEACHERS ASSOCIATION

Re: Transition to Retirement

WHEREAS the Employer and Association have mutually agreed to temporarily amend Section 12 of the 2021 to 2024 LINC Agreement as follows:

12.1.1 If a member is eligible and wishes to participate, the member shall provide a letter of resignation to the Director at least four (4) weeks in advance of the requested date of superannuation. The superannuation dates chosen shall coincide with the last teaching day of the month in which the superannuation will occur. The date of superannuation will be in the months of ~~September~~ **August** to May inclusive.

12.1.3 The member applying for this program will receive a one-time temporary contract from the beginning of the month following the resignation, **but not earlier than the second school day**, to June 30th of that school year.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties, and shall expire at the end of the term, unless either party provides (30) calendar days' notice to amend or terminate this letter of understanding.

Signed this 21 day of August, 2023 at Yorkton, Saskatchewan.

**ON BEHALF OF:
GOOD SPIRIT TEACHERS ASSOCIATION**

Sharon Wilson (President GSTA)

**ON BEHALF OF:
GOOD SPIRIT SCHOOL DIVISION#204**

Janin [Signature]

