LOCAL COLLECTIVE BARGAINING AGREEMENT

between

THE BOARD OF EDUCATION
OF
LIVING SKY SCHOOL DIVISION NO. 202

and

THE TEACHER'S LOCAL IMPLEMENTATION NEGOTIATION COMMITTEE

Effective July 1, 2026 to June 30, 2030

AGREEMENT

Land Acknowledgement

Living Sky School Division acknowledges our place on Treaty 6 Territory, traditional lands of the Nehiyawak, Nakawe, Dene, Lakota, Dakota and Metis people. We honor the spirit and intent of our sacred treaty relationship and take action for reconciliation by teaching our shared history and learning from the land and from each other.

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Preamble

This agreement has been negotiated through an interest-based approach.

The Living Sky School Division Board of Education and the Living Sky School Division Teachers' Association worked positively and collaboratively to address mutual interests. Both parties to the Agreement acknowledge the key role teachers play in the success of students.

References to specific job titles have been updated throughout the contract to reflect the Division's desire to move decision-making to the appropriate level(s) of the organization.

Contract Language:

- May: any clause that contains this term refers to a choice to act or not, or the possibility of an action within the terms of the agreement.
- Shall: any clause that contains this term refers to a mandatory action and must be fulfilled within the terms of the agreement.

Shared Understandings: this document, separate from the contract itself, is intended to provide background or clarification on specific items contained within the contract. It is a document created collaboratively between employer and employee groups.

LINC Agreement - Shared Understandings 2026

LINC Agreement	Shared Understandings
SECTION 1 - TERMS OF AGREEMENT	**SECTION 1 - TERMS OF AGREEMENT**
1.1 This Agreement shall be effective July 1, 2026, to June 30, 2030, and shall remain in force until a new collective agreement is concluded in accordance with *The Education Act, 1995.*	The parties agreed to a four-year term. This minimizes the chance that LINC negotiations will occur in years during which other bargaining (CUPE, provincial) is taking place.
1.2 Notwithstanding Section 1.1, negotiations regarding this agreement shall be opened as mutually agreed between the Director or designate and the LINC Chairperson at any time at the request of either party, with one month's written notice.	
1.3 It is agreed that the Teacher Negotiating Committee shall meet annually with the Board Negotiating Committee to discuss matters of mutual interest, identify emerging issues, and foster ongoing communication and collaboration between the parties. The meeting shall be scheduled in January by the LINC Chairperson and the Human Resources Administrator and shall occur prior to March 1 of each year.	This meeting date was set to ensure more timely communication and to avoid the end-of-year time crunch.
SECTION 2 - METHOD OF PAYMENT	**SECTION 2 - METHOD OF PAYMENT**
2.1 Teachers shall have their salaries determined and paid in twenty-four (24) allotments, dispensed twice monthly, except: a) Teachers who begin employment during the school year shall have their salaries determined and paid twice monthly on a ten (10) month basis; or, b) Where a teacher submits a request on the prescribed form to the Human Resources Administrator to be paid twice monthly on a ten (10) month basis. Notice of such request shall be given by September 10th, and shall come into effect on September 1st for a period of not less than one (1) school year.	Teachers on replacement and continuing contracts are generally paid twice per month for twelve months unless they contact Payroll by September 10th requesting their pay over ten months (September to June). Salary is averaged over ten or twelve months. Teachers on temporary contracts are paid for the actual days taught each month. They are usually paid over ten months and do not receive pay over the summer. However, if a teacher begins his/her temporary contract relatively soon after the school year commences, and it expires in June, he/she may be able to opt for pay over twelve months. Contact Payroll.

2.2 Payday shall be on the 15th of the month or the Friday preceding the 15th if that date falls on a weekend or holiday, and the final business day of the month.

2.3 The method of payment shall be by electronic funds transfer into the teacher's bank account.

SECTION 3 - TEACHER ASSOCIATION FEES

3.1 Association fees for Living Sky members of the Tri-West Teachers' Association shall be deducted from each teacher's pay on an equal basis, for the months of September to June of each school year. This amount shall be prorated for part-time staff based on FTE equivalency as follows:

a) Less than 10% - Number of days worked/197 x annual fee.
b) 10% or more but less than 45% - 1/2 the annual fee.
c) 45% or greater – the full annual fee
d) Substitute teachers – $0.05 per day worked.

The deduction of a Tri-West Teachers' Association fee from substitute teachers shall not be interpreted as extending the provisions of this Agreement to substitute teachers beyond those articles that expressly apply to substitute teachers.

The annual levy amount paid by substitute teachers will be submitted in writing by the Teacher Association President to the Human Resources Administrator by July 15th.

SECTION 4 - SALARIES OF SUBSTITUTE TEACHERS

4.1 The daily salary for a substitute teacher shall be the daily rate of the minimum annual salary, based on the teacher's class, in accordance with the Provincial Collective Agreement.

4.2 Beginning with the sixth (6th) consecutive instructional day in the same teaching position, the substitute teacher shall be paid a daily rate of the annual salary, based on the teacher's qualifications and experience, in accordance with the Provincial Collective Bargaining Agreement.

SECTION 3 - TEACHER ASSOCIATION FEES

The Living Sky Teacher Association collects fees from its members to help fund teacher-directed activities like Professional Development days, the fees will be deducted each month rather than only in October and November. For all teachers working on contracts of 45-100% Full Time Equivalent (FTE), this will mean that 10% of the fee set by the Living Sky Teacher Association will be deducted each month, starting in September, and concluding with the June pay period of each school year.
For teachers working on contracts between 10-45% FTE, this will mean that 50% (1/2) of the fee set by the Living Sky Teacher Association will be deducted each month, starting in September, for the duration of the teaching contract.

Example 1 – A teacher working 197 days at 0.45 FTE will have 5% deducted each month, from September to June.

Example 2 – A teacher working full days at 0.45 FTE will have 5% deducted each month of employment with the Division.

For teachers working less than 10% FTE, the amount of the deduction will be equal to the number of days worked, divided by 197 days in the year, then multiplied by the amount of the fees:
19 days worked/197 total days = 0.096 x $90 = $8.64, which will be deducted on the pay period during which the days were worked.

Please note that the $90 fee is an example and may be changed from year to year.

SECTION 4 - SALARIES OF SUBSTITUTE TEACHERS

Substitute teachers are paid the daily rate of step 1 of their class.

Clause 4.2 recognizes additional time spent planning and assessing required of substitute teachers during longer durations of coverage.

The rate of pay increases on the 6th consecutive day in the same teaching position and takes into account the substitute teacher's class and step (experience).

4.3 The method of payment shall be by electronic funds transfer into the teacher's bank account on a semi-monthly basis, starting in mid-September.

4.4 Any change of pay for substitute teachers that comes as a result of a new provincial collective agreement will commence immediately on the date of signing and be applied only from that point forward.

Clause 4.4 has been added because there is no funding allocated to school divisions to cover retroactive pay for substitute teachers.

SECTION 5 - EMPLOYMENT INSURANCE REBATE

5.1 Pursuant to the provisions of *The Employment Insurance Act, 1996,* the Board shall submit to the Teachers Association as soon as possible after January 31st, an amount equal to five-twelfths (5/12) of the premium reduction it obtained on behalf of the teachers in its employ.

LEAVES

The following sections of the Agreement describe the various leaves available to teachers.

LEAVES

Guiding Principles for Leaves in General:
The following guiding principles were developed believing that we hire excellent staff, that our staff is committed to providing exceptional service to students, and that every staff member is essential and valued.

- Collective agreements guide time away from work.
- Employees whose work year follows the school year should not plan additional leaves that are over and above what are provided for in collective agreements.
- Exceptions may be made if the reason for the extended leave is out of the employee's control. *Exceptionality* and *lack of control* are the key points.
- The Principal must ensure that the school is able to operate well for students. This means that leaves that can be approved at the school level are subject to any factors that may affect the school's ability to effectively deliver service.

SECTION 6 - ADMINISTRATION LEAVE

6.1 In recognition of time spent preparing for the commencement and conclusion of the school year, the Board shall provide school administrators time off with pay during the school year as follows:

- One (1) day per administrator to be used during the school year at a time approved by the Human Resources Administrator. Unused Administration Leave shall not carry forward from one school year to the next.

SECTION 6 - ADMINISTRATION LEAVE

Administration Leave provides principals and vice principals with recognition of the time and responsibilities associated with preparing for the commencement and conclusion of the school year, as well as the duties performed beyond their regular workday throughout the year.

The negotiating teams have agreed to maintain Administration Leave within the Agreement as a means of acknowledging the contributions of school-based administrators and the unique responsibilities associated with their roles.

SECTION 7 - SUPERVISORY LEAVE

7.1 The Living Sky School Division recognizes those teachers who provide voluntary service through noon and/or extra-curricular supervision.

7.2 Definitions

a) Noon Supervision
- Noon supervision occurs during the lunch period while no classes are in session.
- Noon supervision is tracked in periods.

b) Extra-curricular Supervision
Extra-curricular shall be defined as voluntary time for both teachers and students that takes place outside the regular hours of instruction. Extra-curricular supervision is tracked in hours and must meet all of the following criteria:
- The activities involve direct interaction with students and benefit the students' social, emotional and/or physical development.
- Extra-curricular hours are not for academic support (ex. study groups, tutoring that supports academics and field trips).
- Extra-curricular hours cannot be counted if the teacher is receiving other remuneration (ex. if the teacher is providing noon supervision or receiving pay for refereeing).

c) The Extra-curricular Activity Approval Committee consisting of one (1) Board member, one (1) Principal, the Human Resources Administrator and one (1) member of the LINC Committee shall consider activities that do not fully meet the above criteria to determine whether each proposed activity is extra-curricular in nature using the Extracurricular Memo (2024)
- This committee shall meet as needed and shall render a decision, when possible, prior to the start of the activity in question.
- The decision rendered shall be communicated to the school Principal as soon as possible.

7.3 Recognition Options

Teachers, regardless of contract type (continuing, replacement or temporary), may choose a monetary benefit, days off (Supervisory Leave Days) or a combination of these options as follows:

a) Supervisory Leave Days
- In recognition of voluntary supervisory services, a teacher may earn up to a maximum of three (3) days with pay per school year. Supervisory Leave Days shall be awarded at the following rate:
  - 15 hours of extra-curricular supervision = 0.5 day
  - 30 hours of extra-curricular supervision = 1 day
  - 45 hours of extra-curricular supervision = 1.5 days
  - 60 hours of extra-curricular supervision = 2 days

SECTION 7 - SUPERVISORY LEAVE

LSKYSD LINC and LSSD Board of Education recognize the value added for students when teachers are involved in extra-curricular activities and provide supervision during lunch breaks.
In recognition of time spent participating in such activities, teachers may earn a maximum of three (3) days off with pay per year. This should not be construed as being a direct reflection of these efforts, but as a means of recognizing the significant impact that teacher time and energies have upon the lives of students in Living Sky School Division's schools.

The Agreement lists criteria used to determine whether or not an activity is extra-curricular in nature. Activities that do not fully meet these criteria should be brought to the attention of the Extra-curricular Activity Approval Committee.

The criteria and the Committee help to ensure that there is consistency across schools regarding activities that are considered extra-curricular and those that are not.

Supervisory Leave is intended to acknowledge voluntary service provided beyond regular instructional responsibilities while maintaining the ability to effectively deliver service.

Consultation with Human Resources and the LINC Chairperson is available to teachers and administrators to support equitable and consistent interpretation and application of the Agreement and its provisions.

7.3 Recognition Options

In 2015, the ability to earn a half-day for 15 hours of extra-curricular supervision was added to the Agreement.

This will allow those teachers who participate in extra-curricular activities with students, but do not reach the 30-hour threshold, to be recognized.

If teachers who reach 15 hours of extra-curricular time go on to achieve 30 hours, they will then earn a total of 1 SLD (not 1.5 days).

- 180 hours of extra-curricular supervision = 3 days

or

- 15 periods of noon supervision = 1 day
- 30 periods of noon supervision = 2 days
- 60 periods of noon supervision = 3 days

- Teachers may also earn Supervisory Leave Days in any of the following combinations:

Noon Days	Extra-curricular Days	Total Days
0	3	3
1	2	3
2	1	3
3	0	3

b) Monetary Benefit
Teachers who choose a monetary benefit in lieu of Supervisory Leave Days shall be compensated in the following ways:

- For each supervised lunch period, a teacher shall receive $20.00 prorated for the amount of time spent supervising students.
- The Principal shall submit a monthly report to the appropriate Payroll Officer to facilitate the payroll process.
- For each day earned, the rate of pay shall be the daily salary of minimum Class IV in accordance with the Provincial Collective Bargaining Agreement.
- Supervisory Leave Days in excess of five (5) shall be submitted to Payroll on or before June 15 for inclusion on the June payroll or shall be included on the next possible pay period if notice is provided after the June deadline.

7.4 Limitations on Supervisory Leave Days

a) A teacher may carry over three (3) unused Supervisory Leave Days per year to a maximum of six (6) from one school year to another.
b) A teacher shall be eligible to use a maximum of five (5) Supervisory Leave Days per school year.
c) A teacher may use six (6) consecutive days of leave (paid leave days) only once in every five (5) years of employment with the Living Sky School Division. Exceptions to this clause may be considered on a case-by-case basis without prejudice. Consultation with the Human Resources Administrator, LINC Chairperson or designate and the applicant to the leave may occur to seek clarification or more information.
d) Teachers shall use Supervisory Leave Days prior to applying for leave beyond what is provided for in contract or procedure (may and shall clauses).

b) Monetary Benefit

A provincial task force will be examining outstanding issues around teacher time, including the length of the school day.

Both parties to this agreement recognize that pay for noon is not equitable between schools due to differences in noon period lengths and have agreed to review this clause in the future, pending the task force's report.

Supervisory Leave Days in excess of six (6) should be the correct wording for this sub-point, and will be corrected when the teams meet in January to review questions, concerns or issues arising (this should align with 7.4 (a).

7.4 Limitations on Supervisory Leave Days

At the heart of this Agreement is the recognition that teachers have a great impact on student achievement, and protecting teacher-student contact time is very important. The provisions of the Agreement should not be contrary to this foundational belief.

It is an expectation that teachers will plan holidays during school breaks and within the parameters for leaves set out in this Agreement.

c) Exceptions may be made if the reason for the extended leave is out of the employee's control. *Exceptionality* and *lack of control* are the key points.

7.5 Part-time Teachers

a) Part-time teachers shall be entitled to earn supervisory leave at the same rate as full-time teachers.
b) Part-time teachers who use Supervisory Leave Days shall do so in proportion to their assigned contract percentage and work schedule, to a maximum of five (5) Supervisory Leave Days per school year in accordance with Section 7.4.
c) The application of Supervisory Leave Days for part-time teachers shall reflect the teacher's assigned work schedule and instructional responsibilities.

7.5 Part-time Teachers

When Supervisory Leave Days are used, the leave taken reflects the teacher's assigned work schedule and contract percentage so that time used corresponds proportionally to instructional responsibilities.

Examples may include:

- A teacher employed on a 50% contract working full days every second day will use one (1) Supervisory Leave Day for each full assigned workday taken as leave.
- A teacher employed on a 50% contract working half days each day will use one-half (0.5) of a Supervisory Leave Day for each half-day taken as leave.
- A teacher employed on a 20% contract will use Supervisory Leave proportionate to the assigned instructional day(s) missed.

Unused Supervisory Leave Days may be carried forward or paid out in accordance with the provisions of the Agreement.

7.6 Procedures and Tracking of Approved Time

Each activity referred to below has either met all criteria listed in Section 7.2 (b) or has been recognized by the Extra-curricular Activity Approval Committee.

a) A teacher shall notify the Principal prior to September 15th regarding his/her intent to provide noon supervision and his/her preference for monetary payment or accumulation of Supervisory Leave Days.
b) The Principal shall be responsible for approving, scheduling and recording use of supervisory leave on the standardized form.
c) For tracking purposes, each teacher shall submit a summary of hours spent supervising extra-curricular activities and/or lunch periods to the Principal at the conclusion of each month.
    - On designated school days, extra-curricular hours shall be calculated according to actual hours of service.
    - For any extra-curricular event that requires an overnight stay, the supervising teacher(s) may claim up to a maximum of sixteen (16) hours for each night spent supervising the event.
d) When a teacher has accumulated fifteen (15) lunch periods or thirty (30) hours of extra-curricular supervision, the Principal shall submit the log sheets to payroll, and the Supervisory Leave Day shall be credited to the teacher's bank. The same process shall occur each time an additional day (or half day for forty-five (45) extra-curricular hours) is earned.
e) If a teacher wishes to use a Supervisory Leave Day before accumulating the time required, the day may be taken without pay, and the teacher shall be reimbursed as soon as possible after payroll receives verification that the time has been earned.

7.6 Procedures and Tracking of Approved Time

Principals are allocated the number of FTE supervisors they can schedule for noon supervision. They then consider the number of staff members willing to participate in noon supervision and their desire for either pay or accumulation of time toward SLD(s) before creating supervision schedules.

Teachers are responsible for keeping track of the time they spend supervising at noon and for extra-curricular activities.

This time must be recorded on the appropriate form (Supervisory Days Log Sheet - Teachers - located on the LSSD website), signed by the Principal, and sent to Central Office whenever enough time has been accumulated to earn a half or full day.

c) Teachers may claim up to a maximum of 16 hours for each night spent on an overnight activity.

    While teachers are responsible for student welfare when they take students on overnight trips, they may not be actively supervising the entire time.

    The process of accounting for the difference between these two scenarios is too complicated to track, and the maximum time allotment is in recognition of time spent away from home.

f) If a teacher who is taking part in noon supervision to earn Supervisory Leave Days does not reach a targeted number (15, 30 or 60) by the end of June, the teacher shall be paid out for time supervised at $20.00 per lunch period.
g) After a teacher has reached the maximum number of periods (60), that teacher shall be paid for noon supervision.
h) Teachers leaving the employ of the Board shall be paid out for unused Supervisory Leave Days to a maximum of eight (8). Payment shall be included on the final pay cheque. The rate of pay shall be the daily salary of minimum Class IV in accordance with the Provincial Collective Bargaining Agreement.

SECTION 8 - SPECIAL LEAVE

8.1 Without restricting the reasons for leaves, a teacher may be granted leave, with pay, to a maximum of two (2) days, in minimum ½ day increments, per school year upon application through the use of existing absence management systems. The following guidelines apply:
a) For events considered Acts of God.
b) To attend sanctioned athletic events at the provincial or national level as a coach, participant or official.
c) For the active participation in events relevant to their personal beliefs/religious/cultural identity.
d) For First Responder situations at which the teacher's presence is required.
e) To attend a secondary or post-secondary graduation ceremony involving self, spouse or child.
f) To act as an elected member of an executive of a professional growth network (PGN)
g) To attend meetings of fiscal boards in which the teacher holds an elected or appointed office. Any remuneration received by the teacher for the activity, other than reimbursement for actual expenses, shall be repaid to the Board of Education to a maximum equivalent to the salary which would have been earned during the period of absence.

SECTION 8 - SPECIAL LEAVE

This leave may be granted to teachers in specific circumstances.

Unavoidable emergency circumstances beyond the employee's reasonable control that prevent attendance at work, including severe weather events, emergency orders, or significant disruptions to essential services or transportation. Foreseeable personal circumstances or situations that could reasonably have been mitigated are not normally intended to fall within this provision.

Teachers requesting Special Leave related to weather or emergency travel conditions shall enter the absence through the attendance management system and communicate with their Principal.

Active participation refers to an individual's desire to practice or participate in events relevant to their personal beliefs/religious/cultural identity.

If a teacher has used all of his/her Special Leave time, he/she may choose to use other days available (Personal, Wellness, SLD etc.) and still be paid for the time he/she was not at work. If a teacher has no days left to take with pay, he/she can take the time without pay.

Exceptions may occur, and these will be determined on a case-by-case basis.

The Division certainly does not want teachers to think that they have to come to work if they believe the weather has created unsafe travelling conditions. While the Division will always give the time, it will not necessarily always be paid time.

Teachers who commute to work may want to save other paid days to use when the weather is severe. If it sounds like the weather is going to be particularly bad, commuters may want to arrange for a place to stay in the communities in which they work.

In short, the Division will always consider requests for Special Leave. HR will examine time that exceeds what is described in this Agreement

on a case-by-case basis. The Division will ask that teachers do their part by managing the paid days they have available to them and by planning ahead for poor weather.

Teachers cannot work from home on these days, with exception to winter learning school plans.

SECTION 9 - WELLNESS/PERSONAL LEAVE

9.1 Wellness involves circumstances of a physical, mental, emotional, spiritual, or psychological nature.

9.2 Upon request, a teacher shall be granted one (1) Wellness Day per school year with pay.

9.3 Upon request, a teacher shall be granted (1) Personal Day per school year at 50% of their daily rate of pay.

9.4 Part-time teachers on a permanent contract and teachers on a temporary contract of five (5) months or more shall have access to Section 9 with pay, pro-rated in accordance with their contract.

SECTION 9 - WELLNESS/PERSONAL LEAVE

Wellness and Personal Days are available to teachers and are arranged for at the school level.

SECTION 10 - COMPASSIONATE LEAVE

10.1 When compassionate leave is required, the teacher shall notify their principal as soon as reasonably possible and provide the relationship of the family member, relative, or friend involved and the anticipated duration of the absence.

10.2 A teacher shall be granted leave with pay to a maximum of five (5) teaching days for each occurrence of a serious illness and/or death in the immediate family of the teacher. For the purposes of this Subsection:

a) Immediate family is defined as spouse, fiancé, parent, sibling, child, guardian, foster parent, foster child or parent-in-law; and,
b) Serious illness is defined as a life-threatening or emergent medical situation.
c) Circumstances not otherwise specified in 10.2(a) or (b) shall be referred to the Human Resources Administrator for consultative discussion between school administration and teacher.

10.3 A teacher shall be granted leave with pay to a maximum of three (3) teaching days for each occurrence of a serious illness and/or death of a relative who is not defined in Subsection 10.2(a).

10.4 A teacher may be granted leave with pay to a maximum of one (1) teaching day for each occurrence to attend the funeral or memorial service of a close friend.

10.5 The Human Resources Administrator may, at their discretion, grant additional compassionate leave beyond the provisions of this

SECTION 10 - COMPASSIONATE LEAVE

The parties recognize that family relationships and compassionate circumstances may not always fit neatly within the definitions contained in this Article.

In circumstances not otherwise addressed by this Article, the teacher, school administration, and the Human Resources Administrator will work collaboratively to determine an appropriate course of action.

The parties acknowledge that additional compassionate leave may be appropriate where travel requirements, exceptional circumstances, or other compassionate considerations warrant additional time away from work.

Section where travel requirements, exceptional circumstances, or other compassionate considerations warrant additional time away from work.

10.6 Family Medical Leave not exceeding three (3) days per academic year shall be granted for absence where no person other than the teacher can provide for the required medical needs of a family member being a parent, child, or spouse.

SECTION 11 - SABBATICAL LEAVE

11.1 Leave up to fourteen (14) months may be granted by the Board for purposes other than attendance at an institute of higher learning with such remuneration as may be agreed upon.

11.2 Applications for such leave must be submitted not later than March 1st of the school year.

11.3 A teacher who is granted leave shall inform the Board by January 31st of the following year their intention to return to work.

11.4 A teacher who is granted sabbatical leave shall not be permitted to seek a temporary or permanent teaching contract with another division. The teacher may upon request, be granted permission to act as a substitute teacher to a school division.

SECTION 12 - UNPAID LEAVE OF ABSENCE

12.1 After five (5) years in the employ of the Board, a teacher may be granted one (1) academic year of unpaid leave of absence for reasons other than employment in the education sector or as a teacher with another school division. The impact of the leave on the academic program shall be considered when making the decision to grant the leave.

12.2 Notwithstanding Section 12.1, unpaid leave of absence may be granted regardless of years of service or reason.

12.3 Requests for leave shall be submitted in writing to the Human Resources Administrator prior to March 1st. A teacher who is granted leave shall inform the Human Resources Administrator their intention to return to work by January 31st of the following year.

SECTION 13 - MATERNITY, PARENTAL, ADOPTION AND RELATED LEAVES

13.1 Maternity, parental, adoption and related leaves without pay shall be granted in accordance with The Saskatchewan Employment Act.

13.2 Upon written submission to the Human Resources Administrator, a teacher shall be granted up to two (2) days of leave with pay in connection with the birth of a child, the arrival of a child through

SECTION 11 - SABBATICAL LEAVE

Leaves for the purpose of attending an institute of higher learning are dealt with in Section 18.5 - Educational Leave.

The return-to-work date was moved into January to help with staffing decisions within the Division.

This clause was added to give teachers some measure of flexibility in pursuing teaching employment without the Board assuming all the risk in employing large numbers of temporary teacher's long term.

SECTION 12 - UNPAID LEAVE OF ABSENCE

Please note the dates by which requests must be submitted. Receiving notifications early affords us the best chance of hiring the most suitable replacements.

SECTION 13 - MATERNITY, PARENTAL, ADOPTION AND RELATED LEAVES

The process for applying for maternity leave is outlined below.

The teacher must submit the following information to HR no later than four weeks prior to the first day of leave:

- A letter indicating when the maternity leave will begin and end;

adoption, surrogacy, or another legally recognized parentage arrangement. In extenuating circumstances, this leave may be extended upon written request.

13.3 The leave provided under Section 13.2 is intended to support a teacher's attendance at, or participation in, events associated with the arrival of a child into their family.

- Form 8-I Application - Supplemental Employment Benefits (Provincial CBA), and
- A note from the doctor indicating the estimated date of delivery.

Once the above information has been received, HR will follow-up with a letter confirming the leave and provide teachers with Form 8-II Practitioner's Report - Confirmation of Date of Delivery. The doctor must complete this form after the baby's birth. It must then come to HR.

In order to receive the SEB plan top up, Payroll will need to see the amount the teacher will be receiving through Employment Insurance.

SECTION 14 - JUDICIAL LEAVE

14.1 A teacher shall be granted leave of absence without loss of salary under the following provisions:

a) Subpoenaed to appear as a witness or summoned as a juror before a court, judge, justice of the peace, magistrate or coroner.
b) Required to appear as plaintiff or defendant in a court case arising from the performance of his or her professional duties.
c) Remuneration awarded by the Court in addition to incurred expenses, shall be repaid to the Board. Remuneration in excess of the salary amount paid to the employee by the Board shall be retained by the employee.
d) Leave that is taken pursuant to this Section shall be reported to the Director of Education or designate, in writing, by the teacher once the subpoena or summons has been served.

SECTION 14 - JUDICIAL LEAVE

Teachers accessing Judicial Leave must complete the form (Leave Request - Teachers) and have it signed by the Principal, who will then ensure it goes to Central Office to be signed by the Superintendent of HR.

Teachers must also supply HR with a copy of the subpoena or summons.

SECTION 15 - NEGOTIATION LEAVE

15.1 Teachers certified as representatives of LINC shall suffer no loss in salary for time necessarily absent from regular duties for the purpose of participating in negotiations, mediation, conciliation and arbitration proceedings with the Board of Education.

15.2 The maximum number of LINC representatives participating in negotiations, mediation, conciliation and/or arbitration proceedings shall be eight (8).

SECTION 15 - NEGOTIATION LEAVE

This clause ensures that teachers serving as LINC representatives will not lose pay when carrying out required duties.

SECTION 16 - LOCAL EXECUTIVE LEAVE

16.1 When the President of the Tri-West Teachers' Association is a teacher employed by the Living Sky School Division No. 202, the teacher shall be granted 50% release time to conduct the business of the Local Association. Immediately following election or appointment to office, the teacher shall notify the Human Resources Administrator in writing. The Tri-West Teachers' Association shall reimburse the Board the salary and benefits for the president's release time.

SECTION 17 - TEACHER TRANSFERS

17.1 Teachers shall be consulted in advance regarding transfers within the division. Excepting for extraordinary circumstances, all potential reassignments will be discussed with teachers and/or school administrators before they are implemented.

17.2 Where a transfer of a teacher is initiated by the Board of Education, the teacher shall be reimbursed reasonable and necessary moving expenses incurred in the transfer. Such expenses shall be determined by the Board and the teacher prior to the transfer.

17.3 Teachers interested in initiating a transfer shall notify the school administrator and the Human Resources Administrator by January 31 of their interest, in order to help in determining staff needs across the Division.

SECTION 18 - PROFESSIONAL DEVELOPMENT

Professional Development may be broadly defined as any course, activity, and/or experience that enhance a teacher's qualifications, skills and/or abilities. Professional Development may include, but not be restricted to, taking academic classes, non-credit classes, and/or short courses; conducting research; attending conferences; visiting other schools and/or school divisions; participating in workshops, including curriculum implementation and accreditation seminars. For the purposes of this contract the broad classification of Professional Development will be considered under the following headings:

Professional Awards Committee; Bursaries; Institutional; Personal and School; and Educational Leave.

18.1 Professional Awards Committee

a) The Human Resources Administrator shall call meetings of the Professional Awards Committee to make recommendations to the Board, concerning the allocation of Bursaries and Educational Leave.
b) The Professional Awards Committee shall consist of the Teacher Association President, LINC Chairperson or designates the Director of Education and/or the Human Resources Administrator.
c) The Professional Awards Committee shall include the following factors to make its recommendation:
   - The relationship between the request and the teaching duties.
   - The number of awards previously received by the applicant.
d) If there is consensus, the committee may recommend the pro-rating of all or some of the awards.
e) As soon as possible following the decision of the Board, the applicants shall be notified in writing.

SECTION 17 – TEACHER TRANSFERS

The intent is to minimize the element of surprise when attempting to manage the staffing needs within the Division, and to factor in personal circumstances of teachers that may be affected in these situations.

This attempts to recognize that teachers may be interested in making a change to their employment situation for a variety of reasons, and allows a process to make this known in a timely manner so as to be included in the staffing/decision-making process.

Submission of a transfer request does not guarantee reassignment or placement.

SECTION 18 - PROFESSIONAL DEVELOPMENT

The Professional Awards Committee meets twice each year - once in October and again in June.

18.2 Bursaries

a) The Board shall establish a Bursary Fund available to permanent teaching staff. The purpose is to reimburse tuition costs requested by the teacher for successful completion of credit classes, non-credit classes, and/or short courses taken outside the teacher's workday or school year assignment.
b) For each school year during the term of this agreement, a fund in the amount of $60,000 shall be established.
c) The teacher shall make application through the Human Resources Administrator to the Professional Awards Committee.
d) Applications for bursaries may be made in advance of the commencement of the course or by June 1st and October 1st after completion of the course.

18.3 Institutional

Professional Development – Institutional refers to courses, activities, workshops requested by the school division, and/or the Saskatchewan Ministry of Education to increase the teacher's expertise in program delivery. Professional Development – Institutional shall be funded by the Board through Administrative Procedures. Should teachers wish to access this account in accordance with the description, application through the principal shall be made to Central Office.

18.4 Personal and School

For the purposes of this article the following definitions shall apply:

a) **Personal** - Short-term leave requested by the teacher for purposes of attending conventions, conferences, or subject council activities.
b) **School** – Professional Development used to enhance or enable school initiatives.
c) Through the provision of designated Professional Development Funds, personal and school-based professional development activities will be supported within the parameters of the allocated funds. Professional development funding shall be provided at $350.00 per FTE per school year and allocated as follows:

A centralized Personal Professional Development Fund shall be allocated $100.00 per FTE per school year to support personal professional development activities. Requests for funding shall be submitted to and considered by the LINC Professional Development Committee. The annual allotment to the fund shall not limit the amount of funding that may be approved for an individual application.

School-based Professional Development Funds shall be allocated $250.00 per FTE per school year to support school-based professional development activities.

18.2 Bursaries

- Bursaries are available to teachers employed on continuing contracts.
- Funds are meant to cover tuition costs (not books, travel, etc.).
- The application is located on the LSSD website.
- The committee meets twice annually to review all applications.
- The application intake deadlines are June 1st and October 1st of each year.
- Any reimbursement will occur upon proof of successful completion of the course(s).
- Each applicant will receive written notification regarding the committee's decisions following its meetings.

18.3 Institutional

The Institutional PD Fund is described in HR Procedure 5.6 - Professional Development.

Among other things, this fund may be accessed to pay for PD required by the Division and/or Ministry of Education.

18.4 Personal and School

Personal and School Professional Development includes workshops that teachers attend for personal growth and development, or those requested of a teacher by the school to support school-based initiatives.

These activities may be funded in part or in full by the decentralized, school-based Professional Development budget in consultation with the Principal.

PD funds allocated to schools should be used on a regular basis for teacher professional development and should not be accumulating year over year. This also attempts to drive greater fiscal responsibility for allocated funds at the school level.

The LINC Professional Development Committee shall provide an annual report to the School Division regarding the distribution of personal professional development funds no later than June 30 of each year. Any unexpended balance remaining in the centralized Personal Professional Development Fund at the end of the school year shall be transferred to the Professional Development Bursary Fund.

i) Unused professional development funds provided to the school through 18.4 (c) shall be subject to a cap of 20% of the total carry-over amount beginning at the end of each school year, unless a plan for use of those funds has been discussed and approved by the School Superintendent prior to May 31. An amount greater than the 20% cap may be permitted upon approval of a plan.

d) Teachers shall be reimbursed for professional development expenses at the Board of Education recognized rates for the following:
   - Travel
   - Accommodation
   - Meals
   - Actual Registration fees with receipts
e) Professional development priorities in each school will be determined through a process that examines individual teacher plans, school plans and division needs.
f) It is recognized and understood that substitute costs are an expense of providing professional development to teaching staff. Teachers appreciate the Board's support in providing substitute costs outside of this clause.

18.5 Educational Leave

a) Educational Leave is granted to a teacher to attend educational classes to modify or improve academic qualifications.
b) Short term leave is available to a teacher to complete coursework, papers and/or exams. A maximum of one (1) day per course/credit is available to support these activities, up to a maximum of five (5) days per school year.

18.5 Educational Leave

Short term leave was changed to better reflect the reality of online and/or blended learning, and to provide the flexibility that may be needed when completing coursework during the school year.

18.6 Teacher-directed Workdays

Three (**3**) of the existing contingent of non-student professional development days in each school year calendar shall be deemed to be used as teacher-directed workdays, with one (1) at the start of the school year, one (1) at the semester turn-around at the completion of the first semester of the school year, and one (1) during the Month of May.

SECTION 19 – DEFFERED SALARY LEAVE

SECTION 19 – DEFFERED SALARY LEAVE

19.1 The purpose of the deferred salary plan is to provide a teacher with one-year leave of absence in conjunction with a period of continuous employment by the Board.

This section recognizes the potential desire for teachers to explore other opportunities or pathways and provides a method to ensure financial support in this process.

19.2 The terms of the Deferred Salary Plan, inclusive of service and leave are five (5) or six (6) years.

19.3 Eligibility

19.3.1 To qualify for Deferred Salary Leave Plan, the Teacher must have a continuous contract with the School Division prior to entering the Plan. The Teacher would become eligible after the first full year of teaching.

19.4 Application

19.4.1 The Teacher shall make application to the Human Resources Administrator in writing, no later than January 31 to enter the Plan at the start of the next school year.

19.5 Criteria

19.5.1 Upon the acceptance to the Plan by the Human Resources Administrator, the Teacher shall arrange to have the deferred salary held in trust, a savings account, or invested in an account specified to the School Division Chief Financial Officer and deposited into the designated account. The interest gained shall be dependent upon the terms of the account the Teacher arranges.

19.5.2 Upon entering the Plan, the Teacher shall defer the respective percentage of net annual professional salary to the Deferred Salary Leave Plan for each of the years that the salary is deferrable. These percentages are twenty-five (25) or twenty (20), for four-(4) or five-(5) year terms respectively.

19.5.3 The Teacher shall notify the Human Resources Administrator of the intention to take Deferred Salary Leave Plan leave of absence by January 31 of the calendar year in which the said leave is to begin.

19.5.4 Deferred Salary Leave Plan leave of absence shall be granted for the last school year of the respective term of the Plan.

19.5.5 In the event of unforeseen circumstances which would prevent the Teacher from taking the Deferred Salary Leave Plan leave of absence during the term of the Plan, the said leave may be postponed to a later year by mutual written agreement between the Teacher and the said Board.

19.5.6 The Teacher entering the Plan shall be free to pursue any activity during the Deferred Salary Leave Plan while recognizing they are still under employ of the Board and all policies and procedures apply to conduct during this leave.

19.5.7 Upon return to the School Division, the Teacher shall be reinstated to a similar position held prior to the Deferred Salary Leave Plan leave of absence, or such other position as was mutually agreed to, in writing, prior to the commencement of the said leave, or a Please refer to the Saskatchewan Teachers' Federation for guidelines on how this will affect pension/pensionable years of service.

position as similar as possible to the position held prior to the commencement of the Deferred Salary Leave Plan upon discussion with the Human Resources Administrator and the Teacher.

19.5.8 The pay periods shall be consistent with the Division's established teacher pay cycles.

19.6 Options to Cancellation

19.6.1 Changes to the Deferred Salary Leave Plan may be made effective on any annual anniversary date of the entrance into the Plan.

19.6.2 If a Teacher is required to temporarily discontinue teaching but remains in the employ of the Board, the Teacher may request in writing that the Deferred Salary Leave Plan be suspended for the period of absence and the Board shall grant such an extension.

19.6.3 The Teacher may, due to unforeseen circumstances, find it necessary to opt out of the Plan prior to completion. Such an arrangement shall transpire on the subsequent anniversary date.

19.6.4 In the event that employment of the Teacher by the Board is terminated while the Teacher is in the Deferred Salary Leave Plan, the statutory requirements will prevail, and any deferred fund will be paid out within sixty (60) days of termination of contract.

SECTION 20 - SPECIAL ALLOWANCES

20.1 Consultant / Educational Psychologist – A teacher located in Central Office who is required to perform consultative duties as a Consultant or Educational Psychologist shall receive an allowance calculated as thirteen percent (13%) of their salary classification.

20.2 Student Services Coordinator – A teacher working out of Central Office who meets the criteria of the position and has been designated as a Student Services Coordinator shall receive an allowance equivalent to seventeen percent (17%) of their current salary.

20.3 The duties of Consultants, Educational Psychologists and Coordinators are significantly different than those of a classroom teacher. In an effort to recognize the special nature of these duties, individuals employed in these positions shall be eligible to take two (2) Earned Days Off per school year. These days shall not be carried forward from school year to school year and shall be available upon advance written request to their immediate Supervisor.

20.4 An administrator who is employed as a Consultant, Educational Psychologist or Coordinator position shall receive the greater of:

SECTION 20 - SPECIAL ALLOWANCES

This section describes how allowances are calculated for various positions as listed in 20.1 to 20.4.

The change to the Consultant allowance was made to bring these positions within similar range of pay to others within the province.

a) the allowance provided under Sections 20.1 or 20.2, as applicable; or

b) the administrative allowance received immediately prior to assuming the Consultant, Educational Psychologist or Coordinator position.

This provision shall continue to apply for the duration of the employee's service in a Consultant, Educational Psychologist or Coordinator position.

20.5 Cafeteria Manager – a teacher located at North Battleford Comprehensive High School, who is required to manage the activities of the Cafeteria, shall receive an allowance calculated as follows:

a) With 0 years Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step two (2).

b) With 1 year of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step four (4).

c) With 2 years of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step six (6).

d) With 3 years of Cafeteria Manager experience, ten (10%) percent of the salary of their current Class, Step eight (8).

e) With 4 or more years of Cafeteria Manager Experience, ten (10%) percent of the salary of their current Class, Step (10).

SECTION 21 - TRAVEL ALLOWANCES

Teachers and Consultants who are required by the School Division to travel during the workday in the performance of their assigned duties shall be reimbursed at the Board of Education mileage rate.

SECTION 22 – BAND ELECTION LEAVE

22.1 In alignment with Federal and/or Provincial elections legislation, teachers participating in local Band elections shall be permitted up to three (3) hours of paid time for said purpose.

SECTION 21 - TRAVEL ALLOWANCES

The parties acknowledge that travel reimbursement under Section 21 applies to travel required by the School Division during the workday in the performance of assigned duties.

Travel between an employee's residence and their assigned work location(s) is considered normal commuting and is not eligible for reimbursement under this section.

Mileage claims shall be submitted and reimbursed in accordance with School Division procedures and the Board of Education mileage rate in effect at the time of travel.

SECTION 22 – BAND ELECTION LEAVE

This section recognizes that existing Federal or Provincial election legislation does not meet the needs of teachers who are affiliated with the various First Nations in our area and provides the same voting rights as non-indigenous teachers in the School Division.

SECTION 23 - PREPARATION TIME

23.1 For the purpose of this Section, preparation time is defined as regular, unassigned time within the school day (as defined by *The Education Act, 1995*) when the teacher is not performing instructional and/or supervisory tasks involving direct interaction with students. The definition of preparation time excludes time allotted for professional development, meetings and activities, and special events involving school visitors.

23.2 In-school preparation time shall be scheduled in the timetable at 10%, pro-rated in accordance with FTE, by In-school Administrators.

In circumstances where the full 10% preparation time cannot be scheduled within the school timetable, the In-school Administrator shall submit a written report by September 1 to the Director or designate and the LINC Chairperson outlining the circumstances that prevented the scheduling of 10% preparation time.

The report shall also outline a plan to provide equivalent preparation time during the school year.

23.3 Coverage During Preparation Time

The School Division recognizes that, from time to time, teachers may be required to provide classroom coverage during their scheduled preparation time when a substitute teacher is not available. Such coverage is intended to be a measure of last resort to maintain safe and effective school operations.

When a teacher is required to provide classroom coverage during scheduled preparation time, the missed preparation time shall be recorded and tracked. Administrators and teachers shall have access to the tracking information to support transparency, planning, and the monitoring of preparation time balances. The School Division shall maintain aggregate tracking information to monitor the prevalence and use of preparation time coverage across the Division.

The principal will make reasonable efforts to restore equivalent preparation time as soon as practicable within the school year. Administrators and teachers will review preparation time balances periodically throughout the year to identify opportunities for restoration.

Preparation time will normally be restored on a period-by-period basis. Where accumulated missed preparation time reaches the equivalent of one (1) full day, the restoration shall be scheduled as a full-day release for preparation time. The timing of replacement preparation time, whether restored on a period-by-period basis or as a full-day release, shall be scheduled at a mutually agreeable time, taking into consideration operational requirements, student supervision needs, staff availability, and the availability of substitute teachers where required. The restoration of preparation time should, wherever

SECTION 23 - PREPARATION TIME

The parties recognize that the assignment of less than 10% preparation time through the school timetable is intended to occur only in exceptional circumstances where reasonable scheduling alternatives are not available.

Where preparation time is provided outside of the regular timetable to address a preparation time shortfall, the timing shall be determined collaboratively by the administrator and teacher, taking into consideration operational requirements, student learning needs, staff availability, and the availability of substitute teachers.

23.3 Coverage During Preparation Time

This provision does not limit the principal's ability to assign classroom coverage when operationally required and does not create an entitlement to compensation or additional paid leave.

reasonably practicable, be scheduled no later than May 31 of each school year.

Preparation time restored under this provision is intended to replace missed preparation time required for the regular execution of a teacher's professional responsibilities and shall not be considered additional leave.

There shall be no carryover of unrecovered preparation time from one school year to the next.

SECTION 24 - JOB POSTING

24.1 Each vacant teaching position shall be posted in all schools within the division and Central Office. The posting shall include a brief description of the vacancy as well as the closing date for applications.

a) Notices shall be distributed to all employees through the Division's approved communication methods.
b) For posting purposes, a vacancy is considered to be the position open after the process of internal reassignments at the school level, reassignments due to teacher transfers or returns from leaves, and in the event of teacher placement due to school closures.

24.2 Waiver of posting may be requested by the HR Administrator to the LINC Chairperson or designate.

SECTION 25 - GRIEVANCE/ARBITRATION PROCEDURES

25.1 Definition
A grievance shall be defined as any difference arising out of the interpretation or application of this Agreement.

25.2 Procedure
The procedure for the resolution of all grievances shall be as follows:

a) Step 1
   - The teacher or teachers concerned shall first endeavour to settle grievances with the individual responsible for the decision at a meeting to be held at a mutually agreed time and place.
   - Each party may be accompanied or represented by a person of their choice. The parties shall discuss the grievance, receive an explanation of the decision and attempt to resolve the dispute.
b) Step 2
   - If the grievance is not resolved in Step 1, the teacher shall refer the matter to the LINC Chairperson or designate within five (5) working days following Step 1.
   - If the LINC Chairperson deems it advisable, he or she shall file a written statement with the Director of Education or designate within five (5) working days, identifying the

offended Section(s), describing the grievance and expressing the remedy sought on the matter.

- The Director of Education or designate, shall render a written decision and shall notify the teacher and the LINC Chairperson within five (5) working days of receipt of the grievance.

c) Step 3
   - Failing agreement under Step 2, the LINC Chairperson may make a written application for a hearing to the Board within five (5) working days of receipt of the decision by the Director of Education or designate.
   - A hearing shall occur at the next regular meeting of the Board, where at least five (5) working days exist, following receipt of the application.
   - The Board shall send its decision in writing, to the teacher and the LINC Chairperson within five (5) working days of the hearing.

d) Step 4
   - Grievances which cannot be resolved through the above process may be referred to arbitration, under the provisions of *The Education Act, 1995.*

Signatories

Signed at North Battleford, Saskatchewan, this 12th day of November 2026.

SIGNED ON BEHALF OF THE BOARD OF EDUCATION OF LIVING SKY SCHOOL DIVISION NO. 202

SIGNED ON BEHALF OF THE TEACHERS' LOCAL IMPLEMENTATION AND NEGOTIATION COMMITTEE