



**REGINA CATHOLIC SCHOOLS**

**LOCAL COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**FOR**

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

**AND**

**THE REGINA CATHOLIC  
SCHOOLS TEACHERS' ASSOCIATION**

**JANUARY 1, 2007 to December 31, 2009**

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## PREAMBLE

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

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

<p style="text-align: center;"><b>MISSION STATEMENT OF REGINA CATHOLIC SCHOOLS</b></p> <p><i>The Regina Catholic School Division is dedicated to working with the community and the local church to provide a quality Catholic education that fosters academic excellence and the development of informed, responsible citizens.</i></p>
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## ARTICLE 1 – TERM OF AGREEMENT AND DEFINITIONS

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- 1.1 This Agreement becomes effective January 1, 2007 and shall continue in effect until December 31, 2009 and thereafter until revised in accordance with *The Education Act, (1995)* and any amendments thereto. Collective bargaining shall commence no later than 150 days prior to the expiration of the agreement.
- 1.2 The parties to the Agreement may, by mutual consent, revise any provision of the Agreement during the term of the Agreement.
- 1.3 Unless the context otherwise requires, all terms and expressions used in this Agreement shall have the same meanings as are given to them in *The Education Act, (1995)* and any amendments thereto.
- 1.4 No clause in this Agreement shall be interpreted so as to diminish the constitutional rights and obligations of the Board as a Separate School employer.
- 1.5 Unless otherwise provided in this Agreement, any teacher who leaves the employ of the Board, but who has taught during the term of this Agreement or part thereof, shall receive any benefit that might accrue as a result of this Agreement.

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## ARTICLE 2 – PAYMENT OF SALARY

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### 2.1 Pay Period

- 2.1.1 Except as provided herein, teachers shall have their salary determined and paid monthly on a ten (10) month academic year basis.
- 2.1.2 Teachers under continuing contract prior to August 28, 2003 may elect to have their salary paid monthly on a twelve (12) month basis by indicating this to the Superintendent of Business and Finance in writing prior to June 1, such change to be effective for the following academic year.
- 2.1.3 Teachers opting for twelve (12) monthly payments shall be bound by that option until the following September and shall remain on the twelve (12) monthly payments unless they notify the Superintendent of Business and Finance in writing to the contrary prior to June 1.
- 2.1.4 All salaries shall be paid by direct deposit.
- 2.1.5 Teachers have the option of establishing a second direct deposit account into which the Board shall deposit a portion of their pay as directed by the Teacher.

### 2.2 Pay Date

- 2.2.1 Teachers shall be paid on the anniversary date of the month following the start of the academic year, except that in June, the payment shall be made on the teaching day immediately prior to the last teaching day. It is further understood that, should the anniversary date of the month fall on a Saturday, a Sunday or a Statutory Holiday, salary payments shall be advanced to the preceding banking day.
- 2.2.2 Upon termination or expiration of a contract all monies due the teacher shall be paid within ten (10) days.

### 2.3 Delayed Pay

Notwithstanding Article 2.2.1 the payment of salary to a teacher pursuant to that Article may be delayed five (5) days following receipt by the Superintendent of Business and Finance of such reports as are required by the Board to determine the salary of the teacher.

### 2.4 Pay Stubs

- 2.4.1 All pay stubs issued by the Payroll Department shall be forwarded to employees.
- 2.4.2 Pay stubs issued by the Payroll Department shall include the current accumulated sick days.

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## **ARTICLE 3 – SALARIES FOR SUBSTITUTE TEACHERS**

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- 3.1 Except as hereinafter provided, substitute teachers shall be paid the minimum of the class of the provincial salary scale for which they qualify during the year in which the service is rendered.
- 3.2 Where a substitute teacher is employed for more than ten (10) consecutive teaching days for the same teacher, such substitute shall thereafter be paid at the rate determined by the provincial salary scale as to classification and experience.
- 3.3 Payments made in accordance with this Article shall be deemed to include the amount payable in lieu of annual vacation.

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## **ARTICLE 4 – SPECIAL ALLOWANCES**

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- 4.1 Out-Of-School Allowances
  - 4.1.1 Out-of-school teachers who are engaged as Supervisors shall receive an annual allowance of 20% maximum of Class VI.
  - 4.1.2 Out-of-school teachers who are engaged as Coordinators shall receive an annual allowance of 15% maximum of Class VI.
  - 4.1.3 Out-of-school teachers who are engaged as Consultants shall receive an annual allowance of 10% maximum of Class VI.
- 4.2 In-School Allowances
  - 4.2.1 A Department Head shall receive an annual allowance of 5.5% maximum of Class VI.
  - 4.2.2 Playground Supervision
    - 4.2.2.1 Each elementary teacher who accepts responsibility for playground supervision shall receive an annual allowance of 5% maximum of Class VI.
    - 4.2.2.2 The allowance paid to each teacher who supervises more or less than one (1) hour per day shall be pro-rated.
  - 4.2.3 Mealtime Supervision
    - 4.2.3.1 Each teacher who accepts responsibility for mealtime supervision shall be paid at the rate of \$8.35 per mealtime session.
    - 4.2.3.2 For the purpose of paragraph 4.2.3.1 a mealtime session is defined as a period of time of thirty minutes during the noon recess.

4.2.3.3 Pay periods for mealtime supervision shall be in December, March and the final pay period at the end of the academic year on which the teacher is employed.

4.2.3.4 Where sufficient teachers do not volunteer for mealtime supervision, non-teaching personnel may be hired and assigned to this position.

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## ARTICLE 5 – PROFESSIONAL ADVANCEMENT

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5.1 The Board shall provide an amount equal to 0.65% of lines 1-2-12-115-101, 1-2-12-115-103, and 1-2-12-115-104 of the previous year's audited financial statement as a Professional Advancement Fund.

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

5.1.1 Short-term Leaves would be leaves to attend an educational institution for a period of time from twenty-one (21) to one hundred (100) school days, inclusive.

5.1.2 Board-Initiated Leaves would be short-term, long-term, or early leaves requested or required by the Board for training of a specific teacher who has been approached by the Board to study in a specialist area. A general expression of Board priorities shall not be deemed to constitute leaves granted for study in the priority areas "Board-Initiated Leaves".

5.1.3 Early Leaves would be leaves to attend an educational institution for a period of time up to and including twenty (20) school days.

5.1.4 Educational Awards would be grants of money to teachers for the completion of classes taken at an educational institution outside of school hours or while a teacher is on leave of absence without pay, or while a part-time teacher is not on duty.

5.1.5 Conferences, Conventions, Seminars, In-Service activities, and Classes or Programs not given university credit, but approved by the Director.

5.1.6 Any amount remaining in the P.A. Fund and uncommitted for future disbursement at the end of the fiscal year shall be carried forward into the next fiscal year to a maximum of 33%.

5.2 Short-term Leaves and Early Leaves

The Board shall grant Short-term Leaves and Early Leaves to teachers who will have completed one year of teaching service within the system at the commencement date of the course of studies providing that funding is approved through the Professional Advancement Fund.

### 5.3 Board-Initiated Leaves

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

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

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

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

### 5.5 Other Leaves

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

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

### 5.6 Costing

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

5.6.2 The following shall be charged against the Professional Advancement Fund:

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

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

5.6.2.3 With respect to conferences, conventions, seminars and inservice:

5.6.2.3.1 Cost of substitutes where required.

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

### 5.7 Liability

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

## 5.8 Transitional Procedure

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

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## ARTICLE 6 – RECOGNITION OF CONTRIBUTIONS TO SCHOOL COMMUNITIES

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- 6.1 Effective September 1, 2008, in recognition of the time and energy RCSTA members contribute to their school communities in Regina, the Board shall provide additional funding to the RCSTA members' portion of the PAF fund. This amount shall be equivalent to 0.10% of lines 1-2-12-115-101, 1-2-12-115-103, and 1-2-12-115-104 of the previous year's audited financial statement.

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## ARTICLE 7 – NEGOTIATION LEAVE

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

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## ARTICLE 8 – PARENTING LEAVE

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### 8.1 Maternity Leave

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

### 8.2 Parental Leave

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

### 8.3 Adoption Leave

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

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

#### 8.4 Other Parental Leave Without Pay

8.4.1 Leaves of absence without pay may be granted for the following:

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

8.4.1.2 Pressing necessity related to parenting.

#### 8.5 Return to Teaching Duties

A teacher who has been granted a leave as per sections 8.1, 8.2, 8.3, and 8.4 is entitled to return to his/her teaching duties with terms, conditions and benefits equivalent to those to which the teacher is entitled in accordance with The Labour Standards Act.

#### 8.6 Paternity Leave

Upon request, a father shall be granted leave with pay for a period of up to three (3) teaching days by reason of the birth of his child.

#### 8.7 Additional Leave

The Board, at its discretion, may grant parenting leave in excess of the number of days provided for in sections 8.1, 8.2, 8.3, 8.4, and 8.6.

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### **ARTICLE 9 – COMPASSIONATE LEAVE**

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

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

9.3 A teacher shall be granted leave of absence without loss of pay for a period of time up to and including one (1) teaching day to attend to a serious illness, death and/or funeral in situations not covered by section 9.1 and 9.2.

- 9.4 Notwithstanding sections 9.1, 9.2, and 9.3, a teacher shall, on application, be granted additional compassionate leave, such as palliative care, in accordance with the relevant provisions of The Labour Standards Act.
- 9.5 Leaves of absence without pay may be granted for compassionate reasons beyond compassionate leave provisions.
- 9.6 The teacher shall notify the Board or its representatives at the earliest opportunity of the reason for the leave, the member of the family involved, and the number of days requested.
- 9.7 The Board, at its discretion, may grant compassionate leave in excess of the number of days provided for in sections 9.1, 9.2, 9.3, 9.4, and 9.5.

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## **ARTICLE 10 – SPECIAL AND OTHER LEAVES**

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### 10.1 Judicial Leave

- 10.1.1 A teacher shall be granted leave of absence without loss of salary when subpoenaed as a witness or juror in court. Any remuneration awarded by the courts or as otherwise prescribed by law for the role of witness or juror above the actual expenses shall be repaid to the Board up to a maximum of salary involved for the period of absence.
- 10.1.2 A teacher may be granted leave with pay for a period of up to and including five (5) teaching days per school year in order to attend any examination for discovery, pre-trial conferences or trials in actions in which the teacher is a party.
- 10.1.3 The Board, at its discretion, may grant judicial leave in excess of the number of days provided for in section 10.1.2.

### 10.2 Special Leaves

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

- 10.2.1 To attend important meetings of voluntary community organizations in which the teacher holds a key office.
- 10.2.2 To act as a delegate or other official at conventions or meetings of educational organizations.
- 10.2.3 To attend cultural, athletic, or religious activities at which the teacher's presence is required.
- 10.2.4 Up to two (2) days to attend to pressing personal matters.

### 10.3 Personal Leave

Effective with the commencement of the 2008 – 2009 school year, a teacher shall be granted one (1) day leave of absence with pay to attend to personal matters provided availability of substitute teachers.

### 10.4 Other Personal Leaves

The Board may, at its discretion and upon written request, grant additional personal leave without pay.

### 10.5 Other Leaves with Pay

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

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

### 10.6 Other Leaves without Pay

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

10.6.2 A teacher may, upon request, and for personal matters not specified in Article 10.2, be granted leave of absence to a maximum of two (2) days per school year, at a deduction from gross pay equal to the average cost of a substitute teacher for each day absent. The calculation of the average cost of a substitute teacher shall be determined as the average cost of a substitute teacher in the preceding fiscal year.

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

### 10.7 RCSTA Presidential Leave

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

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## **ARTICLE 11 – STAFF RETREATS**

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- 11.1 School staff shall, on application, be granted an institute to conduct a retreat on condition that:
- 11.1.1 The application is made at least twenty (20) school days prior to the date of the retreat.
  - 11.1.2 The application indicates the date, location, program, retreat master and celebrant.
  - 11.1.3 The application indicates the choice of either one-half (1/2) day per semester or one (1) day per academic year.
- 11.2 Notwithstanding clause 11.1, approval from the Director of Education or designate is required for all retreat programs.

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## **ARTICLE 12 – TRAVEL EXPENSE REIMBURSEMENT**

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- 12.1 The travel expense reimbursement paid to teachers required by the Board to travel (within the City of Regina) in the performance of their duties and who are authorized by the Director or designate to claim a travel expense, shall be the average of the kilometric rates paid to employees of the Saskatchewan Teachers' Federation, the Saskatchewan Trustees' Association and the Saskatchewan Public Service Commission. These rates will be adjusted semi-annually.
- 12.2 Travel expense reimbursement shall be paid for authorized extra-curricular and co-curricular activities involving student participation. No payment shall be made for travel between the employee's home address and designated place of employment except when extra trips are made for authorized school activities involving student participation. No payment shall be made in this case for travel beyond the city limits.
- 12.3 In-School Administrators shall be reimbursed for travel expenses incurred for school business. No payment shall be made for travel between the employee's home address and designated place of employment except when extra trips are made for authorized school activities.
- 12.4 All RCSTA members shall be reimbursed for travel incurred for parent-teacher meetings.
- 12.5 Whenever teachers are authorized to transport students in their cars for a co-curricular or extra-curricular activity, they shall be paid at a rate 10% higher than the rate specified in Section 12.1. It is further understood that should the application of this Section result in a kilometric rate in excess of the maximum allowed by Revenue Canada guidelines, the kilometric rate specified by Revenue Canada shall apply.
- 12.6 Requests for payment of travel expenses shall be submitted on a form prescribed by the Superintendent of Business and Finance.

- 12.7 Travel expense reimbursements shall be paid on a monthly basis to all employees travelling in excess of one hundred (100) kilometres per month. Employees travelling less than one hundred (100) kilometres per month shall submit a request for reimbursement of travel expense on the last day of the month in which they accumulate one hundred (100) or more kilometres.
- 12.8 Notwithstanding Section 12.7, all employees shall submit a request for reimbursement of any travel expense due to the last day of school prior to the Christmas recess and on the last teaching day of the school year.

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## **ARTICLE 13 – PREPARATION TIME**

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- 13.1 Preparation time is time within the school day, as defined by *The Education Act, (1995)*, when the teacher is not performing instructional tasks involving direct interaction with students. Teachers will exercise professional responsibility regarding their choices for the use of this time in a manner that is consistent with the duties of teachers as described in section 231 of *The Education Act, 1995* (see appendix #2). Teachers shall be accountable to the Principal for the appropriate use of preparation time.
- 13.1.1 Each elementary school shall be allocated sufficient staff to provide every teacher responsible for the instruction of a class or classes a total of 150 minutes per week of preparation time.
- 13.1.1.1 Effective the start of the 2008/09 school year, each elementary school shall be allocated sufficient staff to provide every teacher responsible for the instruction of a class or classes a total of 195 minutes per week of preparation time.
- 13.1.2 Preparation time allocated to each school shall be calculated on the basis of the number of full time teachers (or equivalents) responsible for the instruction of a class or classes as of September 30 of each school year. Administrators' scheduled teaching time is included in this preparation time calculation.
- 13.1.3 Teachers assigned to duties which do not involve regular instruction of classes shall be excluded from the formula for calculating the staff component required to provide preparation time. Such assignments include learning resource teachers, teacher librarians, elementary school counsellors, speech and language personnel employed on teacher contracts and teachers in the band program. Teachers within these groups shall be responsible for establishing a schedule that accommodates their preparation time in accordance with the terms of this article.
- 13.1.4 The distribution of preparation time shall be subject to the approval of the Director or designate.
- 13.2 Preparation time shall be pro-rated for teachers employed on a part time basis or assigned part time instructional duties.

- 13.3 The Principal may temporarily assign a teacher instructional duties during preparation time in order to deal with:
- 13.3.1 Short-term teacher absences due to an emergent situation.
  - 13.3.2 Pre-arranged teacher absences of one-half day or less not covered by other specified substitute funding.
- 13.4 High school teachers shall not receive less preparation time (as per current practice) as a result of this agreement.
- 13.5 High school teachers shall perform only that internal substitution specified by Section 13.3.
- 13.6 Effective the start of the 2008/09 school year

The Board agrees to designate seven (7) instructional days during the course of each academic year when students shall be dismissed from the elementary schools. These days shall be allocated as follows:

- Three (3) days for report card preparation.
- One and a half (1.5) days for preparation time.
- Two and a half (2.5) days for school team meetings, and school based in-service as planned by teachers in collaboration with school based administration.

Effective the start of the 2009/10 school year

The Board agrees to designate six (6) instructional days during the course of each academic year when students shall be dismissed from the elementary schools. These days shall be allocated as follows:

- Three (3) days for report card preparation.
- One and a half (1.5) days for preparation time.
- One and a half (1.5) days for school team meetings, and school based in-service as planned by teachers in collaboration with school based administration.

- 13.7 High school teachers shall not receive fewer than thirteen (13) non-instructional days without the Board holding full and meaningful consultation with the RCSTA.

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## **ARTICLE 14 – GRIEVANCE PROCEDURE**

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- 14.1 Any grievance arising out of this Agreement shall be submitted in writing to the Grievance Committee provided efforts to resolve the matter through administrative channels have failed.
- 14.2 A Grievance Committee shall be established at the beginning of each school year consisting of six (6) members, being three (3) appointed by the RCSTA and three (3) appointed by the Board.

- 14.3 Upon notification of a grievance, the Grievance Committee shall meet within fifteen (15) days to consider the grievance.
- 14.4 The Grievance Committee may make such recommendations to the parties to the grievance, as it deems advisable. A decision of the Grievance Committee shall be considered carried if passed by a majority of the Committee, present and voting.
- 14.5 If the grievance is not resolved to the satisfaction of both parties, either party may refer the matter for arbitration in accordance with the terms of *The Education Act, (1995)* and any amendments thereto.
- 14.6 Any reference to the parties shall be deemed to refer to the signatories to this Agreement.

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

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

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RCSTA LINC Chairperson

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RRCSSD # 81 Chairperson

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RCSTA President  
(witness)

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Business and Finance Superintendent  
(witness)

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RCSTA Member  
(witness)

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Human Resources Superintendent  
(witness)

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Date

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Date

## APPENDIX #1 EARLY RESOLUTION PROTOCOL

1. The parties acknowledge that their mutual goal is to effect early resolution of disputes, which may arise in relation to High School Internal Substitution. If a dispute or disagreement arises, the following steps shall be taken within 1 to 7 days:
  - a) A discussion between the President of the Regina Catholic School Teachers' Association and the Director of Education (or designate) of the Regina Roman Catholic Separate School Division No. 81 and, failing resolution; then
  - b) A discussion with a maximum of two members from the Regina Catholic School Teachers' Association and two representatives from the Board of Education of the Regina Roman Catholic Separate School Division No. 81 who shall be employees of Regina Catholic Schools.
2. Should the above discussions under (a) and then (b) be unsuccessful in effecting resolution, then within one (1) working day of the completion of the discussions:
  - a) The parties will mutually select an individual to perform the role of mediator/arbitrator; where disagreement with the selection exists, the Educational Relations Board shall be asked to provide the mediator/arbitrator.
  - b) Each party shall prepare a summary of not more than one single-spaced, typewritten page, setting out:
    - i) The issue;
    - ii) History to the issue;
    - iii) Options to consider for potential resolution of the issue.
3. a) Time shall be of the essence. Therefore, the mediator/arbitrator shall provide mediation services within 10 working days from the day of engagement. The mediation shall end when one of the following occurs:
  - i) A settlement is reached within one 7-hour day;
  - ii) No settlement is reached within one 7-hour day;
  - iii) The mediation is extended beyond one 7-hour day by mutual agreement of the parties to a maximum of a second 7-hour day.
- b) The mediation/arbitration process shall involve the participation of those designates identified in 1(b) or such alternates as may be appointed by the President of the Regina Catholic School Teachers' Association and the Director of Education of the Regina Roman Catholic Separate School Division No. 81.
4. If a settlement is not reached within the parameters of section 3 above, the mediator shall assume an arbitrator role and shall provide the parties with an award within three (3) working days of the end of mediation.
5. The payment of costs associated with the Early Resolution Protocol shall be apportioned as follows:
  - a) Salary costs paid by Board;
  - b) Substitute costs shared by Board and RCSTA;
  - c) Mediator/arbitrator costs shared by Board and RCSTA.
6. There shall be no right to appeal the arbitrator's award and the award shall be binding upon the parties.

## **APPENDIX #2 DUTIES OF A TEACHER**

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

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