

THE LOCAL COLLECTIVE BARGAINING AGREEMENT  
(Hereinafter called the "Agreement")

Between

THE BOARD OF EDUCATION  
OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION #209  
(Hereinafter called the "Board")

AND

THE TEACHERS  
OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION #209  
(Hereinafter called the "Teachers")

For The Period  
August 1, 2015 July 31, 2018

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## **PREAMBLE**

This Agreement has been negotiated in accordance with *The Education Act, 1995*. Unless the context otherwise requires, all terms and expressions used in the agreement shall have the same meaning as given to them in *The Education Act, 1995*.

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

This Agreement reflects the collaboration of the Teachers and the Board to address common interests. Therefore it is agreed that at all times and under all circumstances the first concern of both parties hereto is the welfare of the students and staff of the schools and the efficient and economical operation of the schools.

Pursuant to and unless otherwise permitted by Legislation, the Board and the Teachers agree that there will be no discriminatory practices with respect to any employee.

Therefore the parties agree to the following articles:

## **ARTICLE 1 - DEFINITIONS**

- a) **Director** - The Director of the South East Cornerstone Public School Division or the designated authority acting on behalf of the Director
- b) **Principal** –The Principal or the designated authority acting on behalf of the Principal
- c) **Teacher** –The Teachers employed in the South East Cornerstone Public School Division. Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where necessary.
- d) **Board** – The Board of Education of the South East Cornerstone Public School Division #209
- e) **SECPSD** – South East Cornerstone Public School Division
- f) **SECTA** – South East Cornerstone Teachers’ Association
- g) **LINC Chair** - The LINC Chair or the designated authority acting on behalf of the LINC Chair
- h) **SECTA President** - The SECTA President or the designated authority acting on behalf of the SECTA President
- i) **50/50 School** – This is a school where 50 percent of the instructional day is prior to the noon break and 50 percent of the instructional day is after the noon break
- j) **60/40 School** – This is a school where 60 percent of the instructional day is prior to the noon break and 40 percent of the instructional day is after the noon break. Exceptions for this description are the Estevan Comprehensive High School and the Weyburn Comprehensive High School due to the structure of multiple lunch periods.

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## **ARTICLE 2 – SECTA PRESIDENT**

The SECTA president shall be granted release time to conduct business of the local association.

The percentage of president release for the coming year shall be determined by the SECTA Executive and communicated to Superintendent of Human Resources no later than March 30.

SECTA shall reimburse the Board one-half (1/2) of the salary for the percentage of the president's release time according to the salary rate of the Provincial Collective Bargaining Agreement.

## **ARTICLE 3 – TEACHER PAY**

### a) Pay Periods/Dates

1. All teachers shall be paid on a 10-month basis, September to June.
2. Teachers, other than substitute teachers, shall be paid by direct deposit by the 25<sup>th</sup> of each month, September to June.
3. Substitute teachers shall be paid by direct deposit on or before the 12<sup>th</sup> day of the month following substitute service. The substitute teacher must submit to the SECPSD office the required timesheet(s) with principal approval by the 15<sup>th</sup> of the same month and the 4<sup>th</sup> day of the month following substitute service.

### b) July and August Income Options

To provide income in July and August teachers employed on a continuing contract may, by the 30<sup>th</sup> of June on the *Payroll Authorization for Second Bank Account Deposit* or a Holdback form, authorize the Board to deposit a portion specified by the teacher of the teacher's monthly net pay to a second bank account. Deposits to the second bank account will begin the following September.

#### Second Bank Account

1. The authorized second bank account deposit shall remain unchanged unless a request for a change is made on the form described in Article 3 b).
2. A new teacher on a continuing contract may select the amount to be deposited to a second bank account upon confirmation of acceptance of employment by completing the prescribed form described in Article 3 b).

#### Hold-Back Option

1. A teacher may, on a prescribed form, authorize the deduction of an amount of money from each of his/her net ten (10) pay cheques. These deductions will be accumulated, and will be payable to the teacher in two (2) equal installments in July and August of each year.

### c) Substitute Teacher Pay

1. A substitute teacher shall be paid a daily amount equal to the annual salary provided in the Provincial Collective Bargaining Agreement for Class IV Step 1 divided by the number of school days in the school year.
2. Notwithstanding Article 3 c) 1. on the 4<sup>th</sup> consecutive day of substitute teaching in the same position and each such day thereafter, the substitute teacher's daily pay shall be calculated using the annual salary that would be paid to the substitute teacher if the substitute teacher were employed on a continuing teaching contract.
3. For the purpose Article 3 c) where no alternative school year has been approved for a school, the number of days in the school year shall be the days set for the province by the Minister of Education. Where the Minister has approved an alternative school year for a school, the number of days in the school year shall be those approved by the Minister.

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#### **ARTICLE 4 – TEACHER ASSOCIATION FEES**

- a) Where the Teachers have formed a local association, any association fees will be deducted from each teacher's pay monthly.
- b) SECTA shall advise the SECPSD in writing of the amount of Teachers fees to be deducted from each teacher's monthly pay by August 1 for the following academic year.
- c) The SECPSD shall remit deductions for SECTA fees to the teachers association monthly.

## **ARTICLE 5 – LEAVES**

### **Entitlement to Leaves**

Will be recognized in the following manner for Article 5.

- a) Full-time for a complete academic year is entitled to all leaves as outlined in Article 5
  - b) A part-time teacher for a complete academic year shall be entitled to all leaves the same ratio as the percentage of their contract.
  - c) For a shorter period than a complete academic year leaves shall be pro-rated as the number of school days included in the teacher's contract of employment bears the number of school days in the school year.
- a) Maternity, Parental and Adoption Leaves
    1. A Teacher shall be granted Maternity Leave, Parental Leave and Adoption Leave in accordance with all the provisions of Legislation and the Provincial Collective Bargaining Agreement.
      - i) Insofar as reasonably practicable, a Teacher shall be reinstated to the position and locality occupied prior to the leave.
    2. Where Teachers have not accessed the above provisions, teachers shall be provided a leave with pay not to exceed two (2) days to attend to the birth/adoption of the child.
  - b) Bereavement Leave
    1. A leave with pay not to exceed five (5) working days shall be granted to teachers who experience the death of a member of their immediate family.

In this section:

      - i) "Immediate family" means a spouse, parent, grandparent, child, grandchild, brother or sister, nephew or niece of an employee or of their spouse - sister in-law, brother in-law, mother in-law, father in-law, son in-law, daughter in-law, and grandparent in-law, step-child, step-brother, step-sister, step-parent, step-grandparent.
      - ii) The definition of "spouse" will refer to as stated in Legislation.
    2. Insofar as reasonably practicable, any leave granted pursuant to the above section must be taken within the period commencing one week before and ending one week after the funeral, interment and/or death of the immediate family member in respect of whom the leave is granted.
    3. Additional days for Bereavement Leave may be approved by the Director upon written request from the teacher.
  - c) Pressing Necessity Leave
    1. A teacher shall be granted leave with pay not to exceed five (5) days in any one (1) academic year to cover any of the following:
      - i) Imminent death of an immediate family member - as defined in 5 b) i)



ii) Critical illness of an immediate family member - as defined in 5 b) i)

In this section "critical illness" means relating to or being the stage at which an abrupt change for better or worse may be expected and/or relating to an illness or condition involving danger of death.

2. Additional days for Pressing Necessity Leave may be approved by the Director upon written request from the teacher.

d) Special Leave

1. A teacher shall be granted one day of leave with pay per event to a maximum of four (4) days in any one (1) academic year to cover the following:
  - medical/specialist appointments (parent, spouse or teacher's child)
  - graduation/convocation (self, spouse or teacher's child)
  - Illness of the teacher's child
  - marriage of child, parent or self
  - Attendance at mandated legal appointments and court dates
  - Extreme acts of nature (flood, fire, inclement weather)
  - Funeral other than that of an immediate family member
  - Attendance at community service for coaching, player participant at championships, town council or receiving an award
  - Officiating or adjudicating at a Provincial Level or higher
2. A request for consecutive days for a preplanned event will require an application and approval to the Director or Designate in the form of a letter.
3. Additional days for Special Leave may be approved by the Director upon written request from the teacher

e) Personal Leave

1. Teachers shall be granted leave with pay not to exceed one (1) day for personal reasons in any one (1) academic year with no carryover.
2. Teachers must make satisfactory arrangements with the Principal prior to drawing on this leave. It is an expectation that the use of personal days will not interfere with the educational goals initiatives and programs of the school and the SECPSD.
3. A personal day may be attached to two (2) EDO's for a total of three (3) consecutive days with approval of the Principal.
4. 5 Day Consecutive Leave: Access may be granted every second academic year to a teacher. In order to access this leave the five (5) consecutive days must consist of Personal Leave, two (2) Carryover EDO's and two (2) Current Year EDO's. The teacher must make satisfactory arrangements with the principal prior to drawing on this leave. It is an expectation that the use of personal days will not unduly interfere with the professional development, educational goals, initiatives and programs of the school and of the SECPSD. This leave is conditional upon the following process:
  - i) Confirmation between the school based administrator and the teacher regarding the availability of the pre-described leaves

- ii) Teacher will submit the following leaves into the on-line leave system:
  - Three (3) entries will be needed:
    - Two (2) day carry-over EDO,
    - Two (2) day current year EDO and
    - One (1) day Personal Leave.
    - Each leave must include the comment “part of the 5 day leave” in each entry.
- iii) Upon approval the leave will be tracked in the SRB system for future reference.

f) Jury/Witness Duty

1. The teacher shall notify the division office as soon as possible after receipt of notice for such absence.
2. The teacher shall request and pay to the Board any remuneration other than expenses, which the teacher receives, for such absence. With respect to the Court of Queen's Bench, the teacher, shall make application in accordance with *The Queen's Bench Fees Regulations* for witness fees.

g) Negotiation Leave

1. Teacher representatives not exceeding six (6) in number, on the Local Implementation and Negotiation Committee, shall suffer no loss of salary for time absent from regular teaching duties for the purpose of participating in negotiations (including mediation, conciliation or arbitration that is part of those negotiations).
2. Costs incurred for meeting facilities and facilitators for negotiations shall be split equally between the Teachers and the Board.
3. Negotiating teachers personal expenses shall be paid by the Teachers.
4. Substitute teacher costs incurred for negotiations shall be paid by the Teachers. SECPSD will invoice the Teachers for all substitute teacher costs.

h) Sabbatical Leave

1. For the purpose of this section, Sabbatical Leave is defined as an extended leave (maximum of one (1) academic year) free from all teaching and administrative duties without pay for unique or compelling situations.
2. Applications for Sabbatical Leaves must be received by the Superintendent of Human Resources no later than February 15 for leaves requested for the following academic year.
3. Applicants will be notified no later than March 15 as to the status of their application.
4. To qualify, a teacher must have at least five (5) years' consecutive service or equivalent with the Board.
5. Deferred Salary Leave (DSL) shall be available to teachers under permanent contract having a minimum of five (5) years of experience with the board. This leave enables members of SECTA to access a one year leave of absence with pay provided for by deferring a percentage of their salary for a specified number of preceding years. The financial arrangements of the DSL will be the responsibility of the teacher, this will include necessary arrangements with

SECPSD, Revenue Canada, STF, the STRP and their own financial institution. Salary can be deferred as follows:

- a) defer salary for five years taking the sixth year as a year of absence, or
- b) defer salary for four years taking the fifth year as a year of absence.

i) Other Leave

Where a teacher has a unique or compelling situation that requires time away from assigned duties and is not covered elsewhere in this Agreement, prior written approval shall be sought from the Director.

Questions to consider when requesting a leave and questions considered for approval

1. Does the teacher have control over the dates of the associated event?
2. Is their attendance mandatory or essential to the event related to the leave?
3. General impact on the classroom or school operations - Days away from work - impact on student learning?

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## **ARTICLE 6 - ITINERANT TEACHERS**

An itinerant teacher is a teacher whose contract is fulfilled in more than one school as determined by the SECPSD.

- a) Itinerant teachers traveling between schools will be assigned a "home" school.
- b) The teacher shall be provided a duty free lunch period.
- c) Itinerant teachers who must travel in the performance of their duties shall be paid at the Board mileage rate. No mileage will be paid for travel from the teacher's personal residence to the teacher's home school.

## **ARTICLE 7 – ALLOWANCES**

### a) Coordinator and Consultant Allowance

1. A teacher employed by the Board and appointed to a position as coordinator shall be paid an allowance equal to 20% of maximum of Class VI on the salary grid of the Provincial Collective Bargaining Agreement multiplied by the percentage of time assigned as a coordinator.
2. A teacher employed by the Board and appointed to a position as consultant shall be paid an allowance equal to 11% of maximum of Class VI on the salary grid of the Provincial Collective Bargaining Agreement multiplied by the percentage of time assigned as a consultant.
3. Where applicable, consultants and coordinators will be paid mileage at Board rates when traveling to fulfill their duties. Mileage will not be paid for travel between the coordinator's or consultant's home and office.

### b) Special Allowance

When a teacher provides workshops or in-services requested by the Board, the teacher shall be paid an allowance consistent with the provisions provided in Article 7 a) 2.

### c) Relocation Support

1. When the Board declares a teacher's position surplus to a school, the Board shall pay the teacher compensation not to exceed \$2,000 for necessary moving costs. This support will be available under the following conditions:
  - i) The teacher moves their personal residence from their current community to a different community closer to their new position.
  - ii) Receipts for moving expenses must be forwarded to the Board by May 1 of the following year.
  - iii) This does not apply when the teacher initiates a transfer.

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## **ARTICLE 8 – TRAVEL REIMBURSEMENT**

Where applicable, all division personnel will be compensated for expenses incurred on approved job-related activities according to administrative procedures. The Board will make available through their websites the rate information, policies and procedures related to travel expenses.

## **ARTICLE 9 - UNASSIGNED TEACHER TIME**

Each school will be allotted a minimum unassigned teacher time of 10% of the total assigned professional staff excluding administration time and intensive needs allotments. The use of this time will be determined annually at the school level by the Principal in consultation with staff and may include but is not limited to the following:

- Preparation time (first consideration)
- Staffing to reduce class sizes
- Staffing to reduce multi-grade or multi-course planning

## **ARTICLE 10 – EARLY NOTIFICATION OF SUPERANNUATION OR TRANSITION TO RETIREMENT**

Eligible teachers can only access one of the two options, early notification or transition to retirement.

### a) Early Notification of Superannuation

1. Teachers who are eligible and intend to superannuate effective January 31<sup>st</sup> or June 30<sup>th</sup> will receive a sum of \$3,000 when superannuating. In order to receive the above, written notification must be submitted to the Board by September 15 for January 31<sup>st</sup> end date or by February 15 for June 30<sup>th</sup> end date and a mutual agreement to terminate contract of employment between the Board and the teacher must be completed.

### b) Transition To Retirement

1. This program is strictly voluntary to teachers who have attained superannuation eligibility. Teachers interested in accessing this section are encouraged to direct inquiries regarding eligibility to the Director or Designate.
2. If a teacher is eligible and wishes to participate, the teacher must provide a letter of resignation to the Director at least four (4) weeks in advance of the requested date of superannuation. The superannuation date chosen must also coincide with the last teaching day of the month in which the superannuation will occur. The date of superannuation will be in the months of December – February inclusive.
3. If the date of superannuation will be in the month of March to June, notice will be provided no later than February 15 of that year.
4. The teacher applying for this program will receive a one-time temporary contract from the beginning of the month following the resignation to June 30<sup>th</sup> of that school year.



## **ARTICLE 11 – TEACHER PROFESSIONAL GROWTH**

The Board and the Teachers believe that professional development is a necessary component of the professional growth of teachers for the continuous improvement of learning.

### a) Educational Leave

1. Educational Leave shall be defined as a paid leave of absence for the purpose of advancing educational qualifications. The intent of this leave is to improve student learning through teacher growth.
2. The Board shall budget annually for Educational Leaves not to exceed one (1) academic year in length that are applied for by teachers and are approved under the following conditions:
  - i) Applications for Educational Leaves must be received by the Director no later than February 15 for leaves requested for the following academic year.
  - ii) Applicants will be notified no later than March 15 as to the status of their application.
  - iii) Applications for Educational Leaves must align with SECPSD priorities as well as the professional growth plan of the teacher.
  - iv) Successful applicants will receive 60% of their annual salary not to exceed \$30,000. If the Educational Leave is for less than one (1) year, the amount shall be prorated to the length of the leave.
  - v) If all approved leave applications cannot be granted, a committee will be struck to make recommendations regarding the applications received. That committee will be struck by the Director and the President of SECTA.
  - vi) The teacher shall provide two (2) years of return service to SECPSD at such time as agreed upon by the applicant and the Director.
  - vii) Proof of successful completion will be required by the Board.
  - viii) Should the teacher fail to successfully complete the approved program or provide the required return service as outlined in Article 11 a) 2) vi), the teacher shall refund the full amount of the payment made together with interest at the prime bank lending rate prevailing at the time the leave was granted. The refunding shall commence no later than one (1) year following the scheduled date of the teacher's return to the employ of the Board.
3. Should the teacher successfully complete the education requirements of the approved program during the first year of return service, no repayment of the funds will be required.
4. In the event of partial completion of the approved program, the Board may waive in full or in part the repayment of funds paid under this section.

b) Bursaries

1. The Board shall budget annually for Bursaries:
  - i) Written applications for Bursaries must be received by the Director no later than February 15 for leaves requested for the following academic year.
  - ii) Applicants will be notified no later than March 15 as to the status of their application.
  - iii) Applications for Bursaries must align with SECS D priorities as well as the professional growth plan of the teacher.
2. The teacher shall receive funding for required tuition fees and course materials for approved classes.
3. Reimbursement will be dependent on proof of successful completion of the class and submission of all relevant receipts.
4. Teachers in receipt of any remuneration for educational leave will not be entitled to remuneration under this Article within the same academic year.
5. Teachers accessing bursaries in excess of five (5) classes shall enter into a two (2) year return to service agreement upon completion of the program.
  - i) Should the teacher leave the employ of the Board prior to completion of the program or the return to work service agreement funds will be repaid in accordance with the agreement.
  - ii) In the event of partial completion of the approved program, the Board may waive in full or in part the repayment of funds paid under this section.

c) Professional Development

1. In order to support teachers in their creative pursuit of professional growth, the Board will make funds available at the division and school level for groups and/or individual teachers for various professional growth opportunities.
  - i) Professional growth may include but is not limited to the following:
    - Mentoring
    - Short courses
    - Networking with other teachers
    - Working with teacher coordinators/consultants (area teams)
    - Speakers
    - Peer coaching
    - Workshops
    - Conferences
    - Professional Learning Committees (PLC)
    - Webinars
2. The Board shall make appropriate provisions for school based professional development based on .28% of the Operating Grant (excludes capital portion) for the purpose of providing professional growth opportunities for each school--An additional .001% of the Operating Grant (excludes capital portion) shall be allocated to small schools (4 teacher fte or less). These funds will be distributed based on the following conditions:

- i) Distribution of the funds to the school level will be based on the FTE allocation of each school.
- ii) The Principal shall strike and lead a committee to compile a school plan for professional growth.
- iii) Professional growth opportunities must have a link to the professional growth plan of each teacher and/or school improvement plans.
- iv) Where, in the opinion of the Principal, a school's professional growth needs or where a situation comes up, the Principal may approach the Superintendent to discuss that change.

**ARTICLE 12 - RECOGNITION OF VOLUNTARY SERVICE**

- a) The SECPSD recognizes those teachers who provide voluntary service through noon hour supervision and/or extracurricular activities.

For the purpose of this section, extracurricular activities shall be defined as those voluntary activities pre-approved by the principal and, where necessary, the Director which:

1. Occur with students outside of regular school hours.
  2. Are not for students' academic credit or support (e.g. study groups and tutoring that support academics).
  3. The teacher is not receiving other remuneration (e.g. if the teacher is providing noon hour supervision or bus driving).
- b) Teachers (regardless of teaching contract percentage or type: continuing, replacement or temporary –no pro-rating involved) may choose a monetary benefit or earned days off or a combination of those as follows:

1. Earned Days Off

Teachers employed by the SECPSD will have the opportunity to earn a maximum of three (3) full EDO's each academic year through a combination of noon supervision and extracurricular activity (ECA). A maximum of two (2) EDO's may be used in the current year with the third EDO used to populate the carry-over bank or become part of the payout process.

For every thirteen (13) hours of noon hour supervision teachers will earn one (1) EDO

**Noon Hour Supervision:**

13 hours = 1 EDO day	}	Max of 3 EDO's (*two days can be carried over)
26 hours = 2 EDO days		
39 hours = 3 EDO days		

Hours not put towards EDO's will be paid out at a rate of \$17.00/hr

and/or

For each forty (40) hours of extracurricular, teachers will earn one (1) EDO. In addition, the SECPSD shall recognize the first twenty (20) hours of extracurricular service representing .50 FTE in 50/50 schools or sixteen (16) hours of extracurricular service will earn .40 FTE in 60/40 schools.

**Extra-Curricular:**

Hours	Days	Pay-Out	}	Max of 3 EDO's (*two days can be carried over)
40 hrs	1.0 EDO	Daily Rate		
80 hrs	1.0 EDO	Daily Rate		
120 hrs	1.0 EDO	Daily Rate		
160 hrs	No Option	Daily Rate		
200 hrs	No Option	Daily Rate		
*20 hrs	.50 EDO	Daily Rate (.50)		

The teacher must make satisfactory arrangements with the principal prior to drawing on this leave. It is an expectation that the use of personal days will not unduly interfere with the professional development, educational goals, initiatives and programs of the school and of the SECPSD.

Noon Supervision	Extra-Curricular
3	0
2	1
1	2
0	3

## 2. Monetary Benefit

Teachers employed by the SECPSD will have the opportunity to earn a monetary benefit in lieu of EDO's through the following ways:

- i) For every one (1) hour of noon hour supervision teachers will earn not less than \$18/hr.  
and/or
- ii) For every twenty (20) hours of extracurricular activity (ECA) a payout of 50 percent of the teacher's day rate on the Provincial Grid to a maximum of 200 hours.  
All monetary benefits will be paid out no later than August 25.

## 3. Combination of EDO Usage and Monetary Benefit

To determine access to carry-over EDO's and/or payment amount the following calculation will be used:

- i) For the purpose of EDO usage or carry-over, Noon supervision hours are calculated in 13 hour increments to a maximum 39 hours
- ii) Current year EDO usage is removed from noon supervision maximum two days
- iii) In the absence of noon supervision hours current year EDO usage will be removed from the ECA total. ECA hours are calculated in twenty hour increments to a maximum 200 hours.
- iv) Teacher will identify by June 10 their choice of carry-over EDO or payout

## 4. Limitations on EDO's

- i) Carryover – a maximum of two (2) unused EDO's may be carried over each year. The carryover bank shall not exceed two (2) days.
- ii) A maximum of three (3) consecutive working days (EDO's or personal day – ex: 2 EDO's + 1 personal day or 2 EDO's + 1 carryover) can be taken in an academic year

**Utilization Combination of Noon Hour Supervision and Extra Curricular & Carried Over Day**

<b>Noon Hour</b>	<b>Extra-Curricular</b>	<b>Carried Over</b>	<b>=</b>	<b>Days</b>
1	1	2	=	4
2	0	2	=	4
0	2	2	=	4
1	1	1	=	3
2	0	1	=	3
0	2	1	=	3
2	0	0	=	2
1	1	0	=	2
0	2	0	=	2

**Every school year, extra-curricular hours restart at zero (0).**

The carried over EDO's (maximum 2) can remain in the bank until used by the teacher.

## **ARTICLE 13 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

The purpose of the dispute resolution and grievance procedure is to create a problem solving process to address any questions regarding the interpretation, application, or alleged violation of any Article of this agreement. The intent is to focus on problem resolution at the level closest to the issue through open communication between the parties involved.

### a) Dispute Resolution

Step 1 - Seek information and/or clarification of the issue from the LINC representative within ten (10) working days of the issue that gave rise to the dispute.

Step 2 - If the issue remains unresolved, within ten (10) working days, a discussion should be addressed to the person who made the decision that gave rise to the dispute in order to seek clarification and resolution.

Step 3 - If the issue remains unresolved, within ten (10) working days, contact the LINC Chair for further problem solving.

Step 4 - If the issue remains unresolved, the grievor may begin the formal process of the grievance procedure.

### b) Grievance Procedure:

Step 1 - To begin the formal grievance procedure a grievance letter must be submitted to the Director within ten (10) working days of the issue not being resolved at Step 4 of the dispute resolution process. The letter must request a meeting with the LINC Chair and the Director and state the issue and resolution sought.

Step 2 - If after ten (10) working days of the meeting between the LINC Chair, the Director and the grievor, the issue is not resolved; the grievor may refer to the arbitration process as per *The Education Act, 1995*.

**ARTICLE 14 – TERM OF AGREEMENT**

- a) This Agreement shall be effective from August 1, 2015 and shall remain in force up to and including July 31, 2018 or until such time as re-negotiated by the provisions provided in *The Education Act, 1995*.
- b) Written notice must be provided if changes are being requested

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE EXECUTED THIS     DAY OF \_\_\_\_ 2015.

ON BEHALF OF THE BOARD OF EDUCATION OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209	ON BEHALF OF THE TEACHERS OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209
Gord Husband, Superintendent of Human Resources	Jason Petlak
Bruce Kwochka, Manager of Payroll	Kyle Whitehead
Elaine Demyen, Manager of Human Resources	Delise Pitman
	Heather Sanborn
	Mark Kosior