

# Article Sixteen

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## Grievance Procedure

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- 16.1** A grievance may be filed alleging:
- 16.1.1 Violation of the terms and conditions of employment set out in *The Education Act, 1995* or the Regulations thereunder, as may be amended from time to time, or in other employment-related legislation applicable to teachers, or
  - 16.1.2 That a discretionary decision made with respect to a teacher's employment was made arbitrarily or in bad faith.
- 16.2** Except as provided for in this Article of this Agreement, Sections 261, 262 and 263 of *The Education Act, 1995* shall apply in the resolution of grievances with respect to this Agreement and the representatives of the parties named pursuant to Section 234 of *The Education Act, 1995* shall have the sole authority for negotiating from time to time for the settlement of grievances covered by the Agreement and for the appointment of members of an arbitration board pursuant to Section 261 of *The Education Act, 1995*.
- 16.3** Where either party initiates a grievance under Section 261 of *The Education Act, 1995*, the written notice shall include the particulars of the grievance, the relevant clauses of the Agreement and the remedy requested.
- 16.4** If an alleged violation of a provision in the Provincial Collective Bargaining Agreement which is grievable is not referred to the parties to this Agreement within six months of the time of the occurrence, or when the grievor reasonably ought to have known of the grievable matter, it shall be deemed to have been dropped.
- 16.5** The time for negotiating a settlement of a grievance pursuant to Section 263 of *The Education Act, 1995* may be extended to such longer period of time as is agreed upon by the parties to this Agreement.
- 16.6** An arbitration board appointed pursuant to Section 261 of *The Education Act, 1995* shall make its award within 45 days of the appointment of its chairperson.
- Provided that, by mutual consent of the parties to this Agreement or with the concurrence of the Educational Relations Board, the arbitration board may extend the time limit specified in this Clause.
- 16.7** If a grievance is not referred to arbitration within 90 days beyond the date on which the parties conclude that a settlement of said grievance cannot be negotiated pursuant to Clause 16.2, the grievance shall be deemed to have been settled.
- 16.8** The arbitration board shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement; nor to add to, detract from or modify the language herein in arriving at a determination of any issue presented that is properly within the limitations expressed herein.
- 16.9** A teacher who is requested to attend a meeting which is disciplinary in nature or which may lead to discipline may choose to be accompanied by another teacher or representative of the Saskatchewan Teachers' Federation. Every effort will be made to provide sufficient notice of the meeting, including the purpose of the meeting. If the teacher chooses to be accompanied, the unavailability of the accompanying teacher or representative of the Saskatchewan Teachers' Federation will not result in postponement of the meeting unless otherwise agreed to by both parties.

**16.10** Notwithstanding just cause for termination of employment as provided for in Section 210 of *The Education Act, 1995*, a decision to demote a Principal or Vice-Principal or other in-scope personnel shall require reasonable notice of a demotion. Reasonable notice shall be one month per year of service in the role with that school division, or pay in lieu thereof. In no case shall the notice or pay be less than two months. The amount of payment shall reflect only the monthly allowances for the position in question. The calculation of notice shall not include the months of July or August.