

**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 "SECTA Members")**

**For The Period
August 1, 2021 July 31, 2024
Proposed language version**

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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) **Board** – The Board of Education of the South East Cornerstone Public School Division #209
- d) **EDO** – This acronym stands for Earned Day Off
- e) **SECPSD** – South East Cornerstone Public School Division
- f) **SECTA Members** – consist of all in-scope Teachers, Principals, Vice-Principals, Coordinators, Consultants (or equivalent), and Educational Psychologists who are members of the Saskatchewan Teachers Federation and are employed in SECPSD.
- g) **LINC Chair** - The Local Implementation Negotiation Committee Chair of SECTA 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) **SECTA LINC** – The Local Implementation and Negotiation Committee designated as per the SECTA constitution and in alignment with Section 235(2) of The Education Act, 1995, to negotiate with the Board on behalf of the SECTA membership.
- j) **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
- k) **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.

ARTICLE 2 – SECTA PRESIDENT

- 2.1 The Board shall grant SECTA release time for the SECTA President to conduct the business of the local association.
- 2.2 The SECTA Executive shall, by no later than March 30, communicate to the Board the percentage of time the President will be released from teaching duties in the upcoming school year.
- 2.3 The Board shall invoice SECTA for an amount equivalent to one-half (1/2) of the salary amount paid to the SECTA President for their release time. SECTA shall reimburse the Board an amount equivalent to one-half (1/2) of the salary percentage of the presidents' release time. The salary shall be determined according to the salary grids in the current Provincial Collective Bargaining Agreement.

ARTICLE 3 – TEACHER PAY

- 3.1 The Board shall provide payment to SECTA Members by utilizing direct deposit on the 25th day of each month from September to June.
- 3.1.1 For holdover provisions, refer to section 3.5.
- 3.2 The Board shall pay to substitute teachers, a daily amount equal to the annual salary for Class IV Step 1 on the salary grid of the Provincial Collective Bargaining Agreement divided by the number of school days in the school year.
- 3.2.1 In the event that a substitute teacher provides continuing service in the same position beyond three (3) days, the Board shall commence paying, on the fourth (4th) day of continuing service, the substitute teacher at the daily rate of the substitute teacher's Class and Step on the salary grid of the Provincial Collective Bargaining Agreement. The rate of such payment shall continue until the continuous service ceases.
- 3.2.2 In the event that the Minister of Education approves an alternative school year, the rate of pay as per section 3.2 shall be determined by dividing by the number of days specified by the Minister of Education in the alternative school year.
- 3.2.3 The Board shall provide payment to substitute teachers by utilizing direct deposit on the 12th day of the month following the substitute service. The substitute teacher must submit to the SECPSD office the required time sheets with principal approval.
- 3.3 The Board shall grant to SECTA Members on continuing contracts, the opportunity to holdback an authorized amount of salary or deposit a portion of salary into a second account in order to provide income in July and August.
- 3.3.1 SECTA Members on continuing contracts and wishing to do a holdback or deposit a portion of salary into a second account, shall, by June 30th, complete and submit to the Board, a *Payroll Authorization for Second Bank Account Deposit* form or a *Holdback form* to authorize the Board to holdback salary as per either sub-section 3.3.1.1 or 3.3.1.2.
- 3.3.1.1 If the deposit option is specified, the SECTA member shall indicate the amount or percentage of net pay to deposit into the SECTA member's specified second bank account.
- 3.3.1.1.1 The Board shall deposit the authorized amount, into the SECTA member's second account beginning the following September.
- 3.3.1.1.2 The Board shall continue to deposit the authorized amount until a change is requested by the SECTA member as per the form referred to in subsection 3.3.1.

3.3.1.2 If the hold-back option is specified, the SECTA member shall authorize the Board to deduct an amount of money from each of the SECTA member's ten (10) salary payments.

3.3.1.2.1 The Board shall accumulate the ten (10) deductions.

3.3.1.2.2 The Board shall pay the accumulated deductions to the SECTA member in two equal payments with one in July and the other in August.

3.3.2 SECTA Members who become employed after the start of the school year shall, upon receiving confirmation of acceptance of employment, be provided the opportunity to engage a salary holdback or secondary deposit as per subsection 3.3.1.

ARTICLE 4 – TEACHER ASSOCIATION FEES

- 4.1 SECTA shall advise the Board, in writing by August 1, of the dollar amount of SECTA fees to be deducted from the gross pay of each SECTA member for the upcoming academic year.
 - 4.1.1 The Board shall undertake to deduct the SECTA fee in ten (10) equal monthly deductions from SECTA members' salary.
- 4.2 The Board shall remit by direct deposit, the fees deducted as per section 4.1 to SECTA by the tenth (10th) day of the month, commencing in October.

ARTICLE 5 – LEAVES

Except for Section 5.1, the entitlement to leaves shall be subject to the following conditions:

Full-time for a complete academic year is entitled to all leaves as outlined in Article 5.

A part-time teacher for a complete academic year shall be entitled to all leaves at the same percentage as the percentage of their contract.

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 to the number of school days in the school year.

“Immediate family” means spouse, parent, legal guardian, grandparent, child, grandchild, sibling, aunt or uncle, 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, grandparent-in-law, step-child, step-brother, step-sister, step-parent, step-grandparent.

The term “spouse” shall align with the definition in Section 2-1(s) of the *Saskatchewan Employment Act*.

5.1 Maternity, Parental and Adoption Leaves

5.1.1 The Board shall grant to qualifying SECTA Members, Maternity Leave, Parental Leave and Adoption Leave in accordance with all the provisions of The Saskatchewan Employment Act and the Provincial Collective Bargaining Agreement.

5.1.2 The Board shall, insofar as reasonably practicable, reinstate a SECTA member to the position and locality occupied prior to accessing a maternity, parental or adoption leave.

5.1.3 The Board shall grant to qualifying SECTA Members a leave of absence with pay not to exceed three (3) working days to attend to the birth/adoption of the child.

5.1.3.1 SECTA Members shall only qualify for leave as per subsection 5.1.3 if they do not access the provisions of subsection 5.1.1.

5.2 Bereavement Leave

5.2.1 The Board shall grant SECTA Members leave of absence with pay not to exceed five (5) working days for each event where SECTA Members experience the death of a member of their immediate family.

5.2.2 SECTA Members shall, if reasonably practicable, take the bereavement leave within a 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 was granted.

5.2.3 The Director or designate may, upon receiving a written request from a SECTA member, grant additional days of bereavement leave.

5.3 Pressing Necessity Leave

5.3.1 The Board shall grant SECTA Members leave of absence

with pay not to exceed five (5) working days for each event (an event being defined as a different illness or family member) to cover any of the following:

5.3.1.1 Imminent death of an immediate family member

5.3.1.2 Critical illness of an immediate family member whereas critical illness is defined as the immediate family member being at a stage where an abrupt change, for better or worse, may be expected and/or relating to an illness or condition involving danger of death.

5.3.2 The Director or designate may, upon receiving a written request from a SECTA member, grant additional days of Pressing Necessity Leave.

5.4 Special Leave

5.4.1 The Board shall grant SECTA Members one working day of leave of absence 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, sibling, or sibling of spouse
- 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
- Writing of post-secondary exams related to professional duties
- Presenting at a conference related to professional duties

5.4.2 In the event of a pre-planned event requiring consecutive days of special leave, SECTA Members shall submit a letter of application to the Director or designate for approval.

5.4.3 The Director or designate may, upon receiving a written request from a SECTA member, grant additional days of Special Leave.

5.5 Personal Leave

5.5.1 The Board shall grant to SECTA Members, leave of absence with pay not to exceed one (1) working day for personal reasons in any one (1) academic year.

5.5.1.1 An unused Personal Leave day will not be carried over to the next year.

5.5.1.2 SECTA Members shall ensure, through consultation with her/his Principal, that accessing a day of Personal Leave will not interfere with school operations.

5.6 Extended Leaves

5.6.1 In the event that a SECTA member wishes to access a Personal Leave day

in conjunction with two (2) EDOs as per Article 12, the SECTA member shall consult with her/his Principal to ensure three (3) consecutive days of leave will not interfere with school operations or planned professional development events.

5.6.2 SECTA Members shall be entitled to access extended leave of five (5) consecutive days of leave of absence with pay, in alternating years of service, subject to the following conditions

5.6.2.1 SECTA Members shall access one (1) day of Personal Leave as per subsection 5.5, two (2) carryover EDOs and two (2) current year EDOs as per Article 12.

5.6.2.2 SECTA Members shall ensure, through consultation with her/his Principal, that accessing extended leave as per subsection 5.6.1 will not interfere with school operations or planned professional development events.

5.6.2.3 SECTA Members shall confirm with their Principal the availability of the approved leaves as per subsection 5.6.2.1.

5.6.2.4 SECTA Members shall enter the appropriate absences into the online leave system as three (3) separate entries with the comment “part of the 5 day leave” in each entry. The three (3) entries shall be:

Two (2) day carry-over EDO

Two (2) days current year EDO

One (1) day personal leave

Upon approval the leave will be tracked in the SRB system for future reference.

5.7 Jury/Witness Duty

5.7.1 SECTA Members shall notify the Board as soon as possible after receipt of notice for such absence.

5.7.2 SECTA Members shall request any remuneration other than expenses for such absence that may be available and pay any amount that the teacher receives to the Board. With respect to the Court of Queen's Bench, the teacher shall make application in accordance with *The Queen's Bench Rules* for witness fees.

5.8 Negotiation Leave

5.8.1 SECTA member representatives on the SECTA LINC, not exceeding six (6) in number, 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).

5.9 Negotiation Expenses

5.9.1 The Board shall not be responsible for paying expenses incurred by SECTA LINC members during the course of negotiations.

- 5.9.2 The Board and SECTA LINC shall equally share the costs incurred for meeting facilities and facilitators for negotiations.
- 5.9.3 The Board shall invoice SECTA and SECTA shall pay for all substitute teacher costs incurred during negotiations.

5.10 Sabbatical Leave

5.10.1 Sabbatical leave is defined as an extended leave of absence without pay free from all teaching and administrative duties in unique and compelling situations.

5.10.1.1 A sabbatical leave shall be no longer than one (1) academic year.

5.10.1.2 SECTA Members seeking a sabbatical leave shall:

5.10.1.2.1 Submit an application to the Board no later than February 15 for a sabbatical leave to commence the following academic year.

5.10.1.2.2 Have at least five (5) years of consecutive service with the Board.

5.10.2 The Board shall, no later than March 15, notify SECTA Members of the status of their application.

5.11 Deferred Salary Leave (DSL)

5.11.1 The Board shall provide the opportunity for SECTA Members to apply for a deferred salary leave.

5.11.2 SECTA Members, under a permanent contract, shall have a minimum of five (5) years of teaching experience with the Board before applying for a DSL

5.11.3 SECTA Members shall defer a percentage of their salary for a specified number of preceding years in order to receive the deferred salary during a year of leave.

5.11.3.1 SECTA Members have the option of:

5.11.3.1.1 Deferring salary for four years and taking the fifth year as a leave of absence; or

5.11.3.1.2 Deferring salary for five years and taking the sixth year as a leave of absence.

5.11.4 SECTA Members shall be responsible for making financial arrangements with SECSPD, Canada Revenue Agency, STF, STRP and the financial institution of their choice.

5.12 Leave for Unique or Compelling Circumstances

- 5.12.1 The Director or designate may provide leave for SECTA Members experiencing a unique or compelling circumstance in the event that no other leave is available to the SECTA member in this Agreement.
- 5.12.2 SECTA Members shall contact the Director or designate and request written approval prior to accessing this leave.
- 5.12.3 SECTA Members should comment on the following questions to be considered by the Director or designate when seeking approval:
 - 5.12.3.1 Do I have control over the dates of requested leave?
 - 5.12.3.2 Is it mandatory or essential that I attend this event?
 - 5.12.3.3 What impact will my absence have on my classroom or on school operations in my absence? What will be the impact on student learning?
 - 5.12.3.4 How many days of leave do I require in this circumstance?

ARTICLE 6 - ITINERANT TEACHERS

- 6.1 An itinerant teacher is a teacher whose contract is fulfilled in more than one school as determined by the SECPSD.
 - 6.1.1 The Board shall assign an itinerant teacher a home school.
 - 6.1.2 The Board shall provide itinerant teachers with a duty free lunch period.
 - 6.1.3 The Board shall reimburse, at the Board mileage rate, itinerant teachers for mileage from their home school to their other assigned school(s).
 - 6.1.3.1 Itinerant teachers shall not be paid mileage for travel from their personal residence to their home school.

ARTICLE 7 – ALLOWANCES AND FINANCIAL SUPPORTS

Coordinator and Consultant (or equivalent), Allowances

- 7.1 The Board shall pay to a SECTA member appointed to the position of coordinator; 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.
- 7.2 The Board shall pay to a SECTA member appointed to the position of consultant (or equivalent); 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.
- 7.3 The Board shall pay, where applicable, mileage at Board rates for travel conducted by consultants and coordinators to fulfill their duties. Mileage will not be paid for travel between the co-ordinator's or consultant's home and office.

Special Allowance

- 7.4 The Board shall pay the allowance, as per Section 7.2, to SECTA Members who provide workshops or in-services at the request of the Board.

Relocation Support

- 7.5 The Board shall provide a moving allowance not to exceed \$2 000.00 to a SECTA member under the following conditions:
 - 7.5.1 The Board has declared a SECTA member's position is surplus in their current school.
 - 7.5.2 The SECTA member accepts an assignment in another school and moves their residence to a different community closer to the new school.
 - 7.5.3 The SECTA member provides receipts of the moving expenses no later than May 1 of the year following the move.
 - 7.5.4 Moving expenses will not be provided when a SECTA member requests a transfer.

ARTICLE 8 – EXPENSE REIMBURSEMENT

- 8.1 The Board shall provide reimbursement, according to the rate set by the Board and in accordance with AP 561, to SECTA Members incurring expenses on approved, job-related activities.
- 8.2 The Board shall post rate information, reimbursement policies and procedures on their website.

ARTICLE 9 - UNASSIGNED TEACHER TIME

- 9.1 The Board shall allot to each school a minimum of unassigned teacher time equivalent to 10% of the total teacher assigned time in the school.
 - 9.1.1 Administration time shall be excluded from the calculation of total teacher assigned time.
 - 9.1.2 Intensive needs allotments shall be excluded from the calculation of total teacher assigned time.
- 9.2 The Principal, in consultation with the staff in each school, shall determine how the unassigned teacher time will be utilized. Suggested methods of utilization of unassigned time include, but are not limited to:
 - 9.2.1 Preparation time (first consideration)
 - 9.2.2 Staffing to reduce class sizes
 - 9.2.3 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 of superannuation or transition to retirement.

Early Notification of Superannuation

- 10.1 The Board shall provide, to SECTA Members who are eligible and intend to superannuate effective January 31st or June 30th, a lump sum payment of \$3,000 upon superannuation subject to the following conditions:
 - 10.1.1 The SECTA member shall submit, to the Board, written notification by September 15th when seeking to superannuate on January 31st.
 - 10.1.2 The SECTA member shall submit, to the Board, written notification by February 15th when seeking to superannuate on June 30th.

Transition to Retirement

- 10.2 The Board shall provide the opportunity, for SECTA Members who are eligible to superannuate, to transition to retirement subject to the following conditions:
 - 10.2.1 The SECTA member who is eligible to superannuate and wishes to participate in the transition to retirement program shall provide to the Board a letter of resignation for the purpose of superannuation at least four (4) weeks in advance of the date of resignation but not later than February 15. For retirements occurring September 1st, a letter of resignation for the purpose of retirement may be submitted no later than the end of the previous school year.
 - 10.2.2 The SECTA member shall ensure the superannuation date coincides with the last teaching day in that month.
 - 10.2.3 The Board shall provide the SECTA member with a one-time temporary contract effective the first teaching day of the month following the resignation date until June 30th of the same school year as the superannuation, to a maximum of one year less a day.

ARTICLE 11 – TEACHER PROFESSIONAL GROWTH

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

Educational Leave

Definition: “Educational Leave” shall be defined as a leave of absence with pay for the purpose of advancing educational qualifications. The intent of this leave is to improve student learning through teacher growth.

11.1 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:

11.1.1 SECTA Members shall submit their application for an educational leave to the Board no later than February 15 for a leave to commence the following school year.

11.1.1.1 SECTA Members shall ensure their application aligns with their professional growth plan and the priorities of SECPSD.

11.1.2 The Board shall notify applicants no later than May 15 as to the status of their application.

11.1.3 The Board shall grant successful applicants with 60% of their annual salary to a maximum not to exceed \$30,000. The payment shall be prorated to the length of the leave if the leave is less than one school year.

11.1.4 A SECTA member, upon completing an educational leave, shall provide proof of successful completion to the Board.

11.1.5 A SECTA member, upon completing an educational leave, shall provide two (2) years of return service to SECPSD.

11.1.6 In the event that 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 SECTA President.

11.1.7 Should the SECTA member fail to successfully complete the approved program or provide the required return service as outlined in Section 11.1.4, the SECTA member 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 SECTA member’s return from the educational leave.

11.1.7.1 Should the SECTA member successfully complete the education requirements of the approved program during the first year of return service, no repayment of the funds will be required.

- 11.1.7.2 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.

Bursaries

- 11.2 The Board shall budget annually for Bursaries:
 - 11.2.1 SECTA Members who wish to apply for a bursary shall, no later than February 15, submit a written application to the Board for the following academic year.
 - 11.2.2 The Board shall, no later than May 15, notify SECTA member applicants of the status of their application.
 - 11.2.3 The Board shall grant bursaries to SECTA Members under the following conditions:
 - 11.2.3.1 Professional growth opportunities for which a bursary is sought shall align with SECPSD priorities as well as the SECTA member's professional growth plan.
 - 11.2.3.2 The Board shall grant bursaries to cover required tuition fees and course materials for approved courses.
 - 11.2.3.3 SECTA Members shall submit proof of completion of the course and receipts for tuition fees and course materials.
 - 11.2.3.4 SECTA Members accessing bursaries for more than five (5) classes shall enter into an agreement with the Board to provide two (2) years of return service to the Board following completion of the program for which the bursaries were granted.
 - 11.2.3.4.1 The agreement referenced in 11.2.3.4 shall state the repayment obligations in the event that the SECTA member leaves the employ of the SECPSD or fails to complete the program.
 - 11.2.3.5 SECTA Members receiving any remuneration during an educational leave as per section 11.1 shall not be eligible to receive bursaries as per section 11.2 within the same academic year.

Professional Development

- 11.3 The Board shall grant to SECTA Members, sufficient funds to support access to professional growth opportunities, based on the following formula:

11.3.1 The Board shall grant set aside funds equivalent to 0.28% of the Operating Grant (excluding the capital portion) to be equitably distributed to each school for the purpose of providing professional growth opportunities for SECTA members.

11.3.2 The Board shall grant, to smaller schools with four (4) or fewer full-time equivalent SECTA Members, an additional 0.001% of the Operating Grant (excluding the capital portion) for each individual school.

11.3.3 Professional growth opportunities may include, but not be 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

11.3.4 Professional growth funding shall be managed as follows:

11.3.4.1 The Board shall distribute the funds to the school level based on the full-time equivalent allocation of SECTA Members in each school.

11.3.4.2 Principals shall strike and lead a committee to develop a school plan for professional growth

11.3.4.3 The school plan for professional growth for each school shall be shared with the school staff.

11.3.4.4 SECTA Members shall ensure that requests for funding to attend a professional growth opportunity align with the professional growth plan of the SECTA member and/or the improvement plan for the school.

11.3.4.5 In the event that a Principal in consultation with the professional growth committee recognizes the need to revise the school professional growth plan, the Principal shall discuss and seek approval of the proposed changes with superintendent.

ARTICLE 12 - RECOGNITION OF VOLUNTARY SERVICE

Preamble: The SECPD recognizes that lunch break supervision and supervision of extra-curricular activities are voluntary.

Definition: Extra-curricular activities are those activities, approved by the Board, that occur outside of instructional hours with students and that are not for student academic credit or support (i.e.: study groups or tutoring that support academics). Time spent on activities that receive remuneration will not be recognized as extra-curricular supervision.

12.1 The Board shall, for lunch break supervision and/or supervision of extra-curricular activities, grant the following recognition:

12.1.1 Earned days off (EDOs) shall be subject to the following conditions:

12.1.1.1 SECTA Members, regardless of teaching contract, shall be entitled to receive the full benefit of recognition (monetary, earned days off or a combination) without being subject to pro-rating.

12.1.1.2 SECTA Members shall be able to earn a maximum of three (3) EDOs per academic year through a combination of noon supervision and/or extra-curricular activities. Access to EDOS and payout rates beyond the three (3) days are subject to conditions stated in sub-section 12.2 and 12.3.

12.1.1.3 SECTA Members shall accumulate EDOs for lunch break supervision at the rate of one (1) EDO for each increment of thirteen (13) hours of lunch break supervision.

12.1.1.4 SECTA Members shall, for the purpose of earning EDOs, be allowed to accumulate a maximum of thirty-nine (39) hours of lunch break supervision in a school year.

12.1.1.5 SECTA Members shall accumulate EDOs for supervision of extra-curricular activities at the rate of one (1) EDO for each increment of forty (40) hours of supervision provided.

12.1.1.6 SECTA Members shall, for the purpose of earning EDOS, be allowed to accumulate a maximum of two hundred (200) hours of extra-curricular supervision.

12.1.1.6.1 The Board shall provide 0.5 EDO for each increment of twenty (20) hours of extra-curricular supervision.

12.1.1.7 SECTA member extra-curricular hours reset to zero at the commencement of each new school year.

- 12.2 The Board shall provide to SECTA Members, the option to access a monetary benefit in recognition of providing lunch break supervision or supervision of extra-curricular activities, subject to the following conditions:
- 12.2.1 The Board shall allow SECTA Members to access a monetary benefit in-lieu of EDOs.
 - 12.2.2 The Board shall reimburse SECTA Members, for lunch break supervision not claimed for an EDO, at the rate of not less than \$18.25 per hour in the 2021-2022 school year, \$18.50 in the 2022-2023 school year, and \$18.75 for the 2023-2024 school year.
 - 12.2.3 The Board shall reimburse SECTA Members, for supervising extra-curricular activities (not claimed for an EDO), at the rate of fifty percent (50%) of the SECTA member's daily rate of pay for every twenty (20) hours of supervision provided. The daily rate of pay shall be calculated using the salary grid of the Provincial Collective Bargaining Agreement and the number of approved days in the SECPSD calendar.
 - 12.2.3.1 SECTA Members shall be entitled to receive a monetary benefit for a maximum of two hundred (200) hours of supervision of extra-curricular activities less hours utilized for EDOs.
 - 12.2.4 The Board shall provide, to SECTA Members payment of all monetary benefits by no later than August 25.
- 12.3 The Board shall provide EDOS to SECTA Members subject to the following conditions:
- 12.3.1 SECTA Members shall be allowed to access a maximum of three (3) consecutive working days in one academic year.
 - 12.3.1.1 SECTA Members shall be able to access, in an academic year, a maximum of two (2) EDOs earned in that academic year.
 - 12.3.1.2 SECTA Members shall be able to access, in an academic year, a maximum of two (2) EDOs that were carried forward from the previous academic year.
 - 12.3.1.3 SECTA Members, who have accumulated three (3) EDOs in one academic year, shall either carry forward one (1) of the EDOs or receive monetary compensation as per section 12.2.
 - 12.3.1.4 SECTA Members can carry forward a maximum of two (2) EDOs.
 - 12.3.1.5 SECTA Members must use carry forward EDOs as EDOs. Carry forward EDOs will only be paid out in the event that the SECTA member leaves the employ of the Board. Carry over days will be paid at the lower rate.
 - 12.3.1.6 SECTA Members who have carried an EDO forward from the past year can combine the carry forward day with two (2) EDOs to access three consecutive working days as per subsection 12.3.1.

- 12.3.7 SECTA Members shall be able to access EDOs in advance of providing the voluntary service provided a plan is in place with the SECTA member's direct supervisor. SECTA Members shall refund the Board, through payroll deduction, for days accessed but not earned.
- 12.3.8 SECTA Members shall declare to the Board, by June 10, their carry forward and payment regarding EDOs.
- 12.3.9 SECTA Members shall consult with the principal or direct supervisor to avoid having access to an EDO compromise the operational requirements of the school. The accessing of EDOs must not unduly interfere with the professional development education goals, initiatives, and programs of SECPSD.

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

Noon Hour	Extra-Curricular	Carried Over	=	Days
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

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 resolution at the level closest to the issue through open communication between the parties involved.

13.1 SECTA Members who have questions or concerns regarding the interpretation of this agreement shall consult with either the SECTA President or SECTA LINC Chair within ten (10) working days of the issue that gave rise to the dispute.

13.1.1 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.

13.1.2 If the issue continues to remain unresolved within ten (10) working days the SECTA designate shall collaborate with the Board designate to seek resolution.

13.1.3 In the event that the process set out in subsection 13.1.2 fails to provide resolution, either the SECTA designate, or Board designate can request a formal interpretation from the official SECTA and Board negotiating committees.

13.2 If an issue remains unresolved after 13.1.3 a grievor may refer the matter to arbitration in accordance with Section 261 of *The Education Act, 1995*.

ARTICLE 14 – TEACHER REQUESTED TRANSFER

14.1 All existing SECTA Members shall have the opportunity to apply for a teacher initiated transfer as per AP 420 in the SECPSD Admin Policies and Procedures.

14.2 Any teacher who has not been successful in obtaining a transfer may contact their current school's administration, desired school's administration, their area Superintendent of Schools, or the SECPSD Human Resources department to discuss their transfer request.

ARTICLE 15 – TERM OF AGREEMENT

- a) This Agreement shall be effective from August 1, 2021 and shall remain in force up to and including July 31, 2024 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 6 DAY OF OCT 2021

ON BEHALF OF THE BOARD OF EDUCATION OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209


Keith Keating, Deputy Director


Bruce Kwokha, Manager of Payroll


Connie Bernard, Manager of Human Resources



ON BEHALF OF THE TEACHERS OF SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209


Kyle Whithead


Mark Koster


Teresa Farrell


Scott Kibben


Nina Lombary


Bev Magel