

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

Between

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

AND

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

For The Period  
August 1, 2009 – July 31, 2011

SOUTH EAST  
CORNERSTONE  
SCHOOL DIVISION #209

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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 *The Saskatchewan Human Rights Commission*, the Board and the Teachers agree that there will be no discriminatory practices with respect to any employee pursuant to *The Saskatchewan Human Rights Code*.

It is understood that from the period of January 1, 2006 until the effective date of this agreement that all legacy division LINC agreements were in effect and followed for legacy divisions. Those include The Board's of Education of: Estevan Rural School Division 62; Estevan School Division 95; Estevan Comprehensive School, The Spruce Ridge Joint Board of Education, ; Moosomin School Division 9; Souris Moose Mountain School Division 122; Radville School Division 67; Weyburn Central School Division 73, The Joint Board of Management of the Weyburn Comprehensive School; Weyburn School Division #97 and Prairie View School Division 74.

Therefore the parties agree to the following articles:

## **ARTICLE 1 - DEFINITIONS**

- a) **Director** - refers to the Director of the South East Cornerstone School Division or the designated authority acting on behalf of the Director
- b) **Principal** – refers to the Principal or the designated authority acting on behalf of the Principal
- c) **Teacher** – refers to the Teachers employed in the South East Cornerstone 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 School Division #209
- e) **SECS**D – South East Cornerstone School Division
- f) **SECTA** – South East Cornerstone Teachers' Association

## **ARTICLE 2 - OCCUPATIONAL HEALTH AND SAFETY**

The parties agree to adhere to the relevant provisions of *The Occupational Health and Safety Act, 1993* and the Regulations made thereunder.

## **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 SECSO 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

1. 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* 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.
2. 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) 1. and submitted to the Board by June 30. Changes will be effective for the following September.
3. 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) 1.

### 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.

## **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 SECSO 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 SECSO shall remit deductions for SECTA fees to the teachers association monthly.

## **ARTICLE 5 - LEAVES**

### 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 *The Labour Standards Act* 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 of an employee or of their spouse.
  - ii) The definition of "spouse" will refer to section 29.3 1(b) of *The Labour Standards Act*.
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

In this section "immediate family" means a spouse, parent, grandparent, child, grandchild, brother or sister of an employee or of their spouse.

ii) Critical illness of child, spouse or parent

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) Family Leave

1. A teacher shall be granted leave with pay not to exceed three (3) 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

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

e) Special Leave

1. A teacher shall be granted leave with pay not to exceed one (1) day in any one academic year to cover the following:

- 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

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

f) Personal Leave

1. Teachers shall be granted leave with pay not to exceed one (1) day for personal reasons in any academic year with no carryover.
2. A personal day may be taken consecutively with one (1) EDO.
3. 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 SECSD.
4. Under special circumstances a personal day may be attached to two (2) EDO for a total of three (3) consecutive days with approval of the Director and the Principal.

g) 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.

h) Negotiation Leave

1. Teacher representatives not exceeding eight (8) 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. SECSD will invoice the Teachers for all substitute teacher costs.

i) Other Leaves

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.

## **ARTICLE 7 - ITINERANT TEACHERS**

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

1. Itinerant teachers traveling between schools will be assigned a “home” school.
2. The teacher shall be provided a duty free lunch period.
3. 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 8 – 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 15% 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 10% 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 8 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.

## **ARTICLE 9 – TRAVEL REIMBURSEMENT**

- a) 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 10 - UNASSIGNED TEACHER TIME**

- a) 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 11 – EARLY NOTIFICATION OF SUPERANNUATION**

- a) Teachers who are eligible and intend to superannuate effective June 30 will receive a sum of \$3,000 when superannuating.
- b) In order to receive the above, written notification must be submitted to the Board by February 15 and a mutual agreement to terminate contract of employment between the Board and the teacher must be completed.
- c) Teachers who are eligible to superannuate between July 1 and June 30 of the following year will also be eligible to receive this benefit based on the conditions listed in the above provisions.

## **ARTICLE 12 – 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 SECS D 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 SECS D 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 12 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.

#### 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 consultants
    - Speakers
    - Peer coaching
    - Workshops
    - Conferences
2. The Board shall make appropriate provisions for the purpose of providing professional growth opportunities for each school based on the following conditions:
  - i) The Principal shall strike and lead a committee to compile a school plan for professional growth.
  - ii) Principals shall submit to the division office no later than April 1, a school plan approved by the school Superintendent for the professional growth of its teachers for the following academic year.
  - 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 have changed after submission of the plan, the Principal may approach the Superintendent to discuss that change.
  - v) The school based professional growth budget shall be based on each school's plan for professional growth.

## **ARTICLE 13 - RECOGNITION OF VOLUNTARY SERVICE**

- a) The SECSO 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 may choose a monetary benefit or earned days off or a combination of those as follows:

### 1. Earned Days Off

Teachers employed by the SECSO will have the opportunity to earn a maximum of two (2) EDO's each academic year through the following ways:

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

and/or

- ii) For each forty (40) hours of extracurricular, teachers will earn one (1) EDO. In addition, the SECSO shall recognize the first twenty (20) hours of extracurricular service by allowing a teacher to use one-half day.

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 SECSO.

### 2. Monetary Benefit

Teachers employed by the SECSO 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 \$17/hr.

and/or

- ii) For each forty (40) hours of extracurricular up to a maximum of eighty (80) hours, teachers will earn:

One (1) day at substitute teacher rates as defined in Article 3 c) 1.

When teachers have reached at least twenty (20) hours of voluntary extracurricular service, they will earn one-half day of substitute teacher pay.

3. Additional Monetary Benefits

- i) When a teacher provides extracurricular service above eighty (80) hours, they will earn up to one (1) day's pay at substitute teacher rates as defined in Article 3 c) 1 for each additional sixty (60) hours to a maximum of one hundred and twenty (120) additional hours.
- ii) For each additional hour of noon hour supervision above the first twenty-six (26) hours of noon hour supervision, teachers will earn not less than \$17/hr.

4. Limitations on EDO's

- i) Carryover – a maximum of one (1) unused EDO may be carried over each year. The carryover bank shall not exceed one (1) day.
- ii) A maximum of two (2) consecutive EDOs can be taken in one period.

- 5. All records shall be submitted for payment to the Board by June 30th with payment no later than August 25th.

## **ARTICLE 14 – 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 griever, the issue is not resolved, the griever may refer to the arbitration process as per *The Education Act, 1995*.

## **ARTICLE 15 – TERM OF AGREEMENT**

- a) This Agreement shall be effective from August 1, 2009 and shall remain in force up to and including July 31, 2011 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 \_\_\_\_\_ 200.

ON BEHALF OF THE BOARD OF  
EDUCATION OF SOUTH EAST  
CORNERSTONE SCHOOL  
DIVISION # 209

ON BEHALF OF THE TEACHERS OF  
SOUTH EAST CORNERSTONE  
SCHOOL DIVISION # 209

\_\_\_\_\_  
Audrey Trembley

\_\_\_\_\_  
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Lionel Diederichs

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Kevin Dyck

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Nancy McLoed

\_\_\_\_\_  
Colin Kees

\_\_\_\_\_  
Patricia Wolensky

## **LETTER OF UNDERSTANDING #1**

### **Earned Days from Legacy Divisions**

Upon the effective date of this agreement

- a) The Teachers of SECSO shall use any unused earned days from former legacy divisions by June 30, 2011 or choose to be paid out at current substitute teacher rates.
- b) Leave for the use of unused earned days shall be approved by the Principal and will not exceed two consecutive school days.