

TEACHERS' LOCAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
OF ILE-A -LA CROSSE SCHOOL DIVISION NO. 112  
(Hereinafter called the "Board")

AND

THE TEACHERS  
OF THE ILE-A-LA CROSSE SCHOOL DIVISION NO.112  
(Hereinafter called the "Union")

EFFECTIVE

SEPTEMBER 1, 2011 TO AUGUST 31, 2014

14261 (01)

# LOCAL COLLECTIVE AGREEMENT

This Agreement made at Ile-a-la Crosse in the Province of Saskatchewan this 24th day of May, 2011 negotiated in accordance with *The Education Act, 1995* shall be binding on the Board of Education and the Teachers employed by the Ile-a-la Crosse School Division No. 112 Board of Education.

Unless the context otherwise requires, all terms and expressions used in this agreement shall have the same meaning as are given to them in *The Education Act, 1995* and the *Interpretation Act*. 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.

## **Section 1 - Term of Agreement**

This Agreement shall be effective from September 1, 2011 to August 31, 2014 and thereafter until replaced by a new collective agreement negotiated in accordance with *The Education Act, 1995*.

## **Section 2 - Salaries of Substitute Teachers**

A substitute teacher, holding a valid Saskatchewan Teaching Certificate with a B.Ed. shall receive a daily salary of 1/197 of the bottom of Class IV; a substitute teacher with a probationary certificate shall receive a daily salary of \$137.50 (one hundred and thirty seven dollars and fifty cents). If a substitute teacher teaches more than 5 (five) consecutive days in the same classroom, he/she shall be paid in accordance with the provincial scale for his/her classification and experience and this rate shall be effective from the first day of the 5 (five) day consecutive period.

## **Section 3 - Pay Periods**

Teachers shall be paid in twelve (12) monthly payments by the last Friday of each month, including July and August. December cheques will be payable on the last teaching day before Christmas vacation.

## **Section 4 - Special Allowances and Northern Allowance**

### **4.1 Native Language Fluency**

Where a teacher displays acceptable fluency in the Michif language and such fluency is used to teach or supervise a Michif language class, the teacher shall be paid an annual allowance of \$650.00 (six hundred and fifty dollars). The determination of whether the teacher has an acceptable level of fluency is to be made by a committee appointed by the Board of Education.

### **4.2 Northern Allowance**

The basic Northern Allowance for all teachers shall be \$3,000.00 (three thousand dollars) per academic year.

## **Section 5 - Reimbursement of Travel Expenses**

- 5.1** When a teacher or school administrator is required and authorized in advance by the Board of Education and/or the Director to travel by personal vehicle outside the community of Ile-a-la Crosse in the performance of his/her duties, he/she shall be reimbursed at provincial government rates.
- 5.2** The Board of Education shall reimburse each newly employed teacher for expenses necessarily incurred in relocating to Ile-a-la Crosse up to a maximum of \$1500.00 (one thousand five hundred dollars). Relocation assistance is limited to the following types of expenses:
- 1) Reasonable freight charges supported by receipts.
  - 2) Mileage at provincial government rates. In the event that two or more teachers travel in the same vehicle, mileage will only be paid to one teacher.
  - 3) Hotel bills as substantiated by actual receipts with a maximum as established by provincial government rates.
  - 4) Meals at provincial government rates.
  - 5) Plane fare as approved by the Board of Education to a maximum of \$1500.00 (one thousand five hundred dollars).

Newly employed teachers who receive relocation assistance must remain in the employ of the Board of Education for one school year. In the event that a teacher who has received relocation assistance has his/her contract terminated or who terminates his/her contract prior to the end of the first school year, he/she shall repay to the Board of Education an amount equal to 1/191 of the relocation costs paid him/her for each day service is not rendered. The Board of Education reserves the right to deduct such amounts in total from the final salary payment to the teacher. In the event that a teacher commences employment during the course of a school year, moving expenses shall be paid on a pro-rated basis. If the teacher remains in the employ of the Board continuously for one full year, that teacher shall be paid the balance of his/her moving allowance provided all receipts required for payment are submitted.

- 5.3** With the exception of the annual convention for which the Board does not provide any travel costs, teachers shall be reimbursed for reasonable expenses incurred for meals, lodging and authorized automobile travel at provincial government rates to attend meetings or workshops approved by the Board of Education where those meetings and/or workshops are authorized outside of the usual professional development activities as authorized in **s.16** of this contract. **Any** deviation in the approved government rates for hotel accommodation requires prior authorization of the Board. The prior condition for deviation is availability of rooms at or below provincial government rates. For teachers who stay with friends or family, the provincial government “private residence” rate will be used.

## **Section 6 - Professional Advancement Leave of Absence**

When the Board of Education grants leave of absence with grant to a teacher and the purpose of the leave is for professional advancement or improving qualifications designed primarily to satisfy a particular need for such qualifications in the school system, whether known as sabbatical leave, educational leave or professional advancement leave, the term and conditions of this section shall apply.

- 6.1** A teacher with two or more years of continuous service with the Ile-a-la Crosse School Division No. 112 Board of Education shall be eligible to apply for leave with grant. When leave with grant is granted for a period of not less than one university academic year then **s. 6.2** shall apply.
- 6.2** The total amount of money for each such leave with grant shall be determined on the basis of 25% of that teacher's salary for the period of leave for that teacher who has been approved for leave with grant.
- 6.3** Two full time or four part-time leaves with grant within the division shall be approved within every six year period with the first grant being available in September, 2003.
- 6.4** There shall be a selection committee established, known as the Advisory Committee. That committee shall consist of two (2) Division Board members, three (3) ICTA teacher members one of whom shall be a school administrator, and the Director of Education. Said committee shall establish the criteria for the selection of the teacher(s) to be awarded said educational leave with grant and shall recommend to the Board of Education the name(s) of the recipient(s) for said educational leave based upon the established criteria. Each member of the Committee shall have one vote. Final approval or disapproval shall rest with the Board.
- 6.5** Following leave with grant, the teacher shall return to the same or a similar teaching position with the Division Board of Education and shall be required to provide teaching service for a period of two years.
- 6.6** At least eight months of the leave year shall be spent in professional study or a program of activities approved by the Ile-a-la Crosse School Division No. 112 Board of Education to be considered a full time program or four months to be considered a part time program. The recipient of a grant must be defined as a full time student according to the Institution's guidelines.
- 6.7** All applications for such leave(s) shall be made to the Advisory Committee no later than March 15 of the year for which the leave is applied. Applications with recommendations shall be submitted to the Board of Education by the Advisory Committee no later than March 31st of the year in which the leave is applied for. All applicants shall be informed of the decision of the Board of Education no later than April 15th of the year in which the leave is applied for, and the teacher shall confirm his/her acceptance of the leave within two weeks following receipt of the decision from the Board of Education.
- 6.8** Recipients of leave with grant who do not fulfill their employment obligations with the

Ile-a-la Crosse School Division No. 112 Board of Education as outlined in s.6.5 shall repay the proportional amount owed with interest at current bank lending rates and such payments shall commence not later than six months after leaving the employ of the Board of Education.

- 6.9** A teacher who is granted educational leave with grant shall not normally be eligible to continue renting Board of Education housing. However, that teacher may apply to continue renting said housing and where the Board of Education does not require that housing for teaching staff, the Board may approve that application. The Board of Education shall not be required to make a decision concerning this housing application prior to June 30 of the year in which the teacher applied for and is granted educational leave with grant.
- 6.10** Should a teacher die while being on educational leave with grant or during the period of commitment, there shall be no liability to the teacher or his/her heirs or estate for repayment of the grant.

### **Section 7 - Leave of Absence Without Grant**

- 7.1** A teacher with two or more years of continuous service with the Ile a la Crosse School Division may apply for leave without grant. If a teacher is granted leave without grant, on the expiration of such leave he/she will be entitled to return to a teaching position with the Ile-a-la Crosse School Division No. 112 Board of Education unless that teacher has submitted a written resignation prior to May 31st of the year for which leave is granted.
- 7.2** Applications stating plans for the year shall be in the hands of the Advisory Committee no later than March 15 of the year in which the leave is applied for. Applications with recommendations shall be submitted to the Board of Education by the Advisory Committee no later than March 31st of the year in which the leave is applied for. All applicants for leave shall be notified of the decision of the Board not later than April 15th of the year for which the leave is applied. Successful applicants shall confirm his/her acceptance of the leave within two weeks following receipt of the decision from the Board of Education.
- 7.3** Teachers on leave of absence without grant are eligible for bursaries where that leave is approved for educational purposes at a university in a program approved by the Board.
- 7.4** No more than two such leaves shall be granted in any one school year.

### **Section 8 - Maternity, Parental, and Adoption Leave**

- 8.1** Teachers are entitled to maternity leave in accordance with the provisions of *The Labour Standards Act*.
- 8.2** Teachers are entitled to parental leave in accordance with the provisions of *The Labour Standards Act*.
- 8.3** Notwithstanding Section 8.2, on application to the Board of Education, a teacher shall be granted a maximum of two days of paternity leave with pay within seven (7) days of the

birth of their child.

- 8.4** Teachers are entitled to adoption leave in accordance with the provisions of *The Labour Standards Act* for the legal adoption of a child(ren).
- 8.5** Notwithstanding Section **8.4**, a teacher who is adopting a child(ren) shall, on application, be granted a maximum of 3 (three) days leave of absence with pay on a date mutually agreed to by the Board of Education and the teacher for the legal adoption of said child(ren).
- 8.6** The teacher will be eligible to return to the position, or a similar position, held upon granting of the maternity and/or parental leave.
- 8.7** The teacher shall be eligible for housing rental during the term of the maternity, parental or adoption leave.

### **Section 9 - Additional Unpaid Leave of Absence**

- 9.1** On application to the Board of Education, a teacher who takes maternity leave and parental leave may be granted additional, consecutive leave, without pay.
- 9.2** A teacher who wishes to apply for additional leave pursuant to Section 9.1 shall make application in writing to the Secretary-Treasurer at least eight weeks prior to the expiration of the leaves granted under **Section 8**.
- 9.3** The timing and duration of the additional leave applied for under this section shall be mutually agreed upon by the Board and the applicant with consideration given to the end date of the leave corresponding to the breaks in the school year, such as Christmas, February break, Easter break, and summer holidays.

### **Section 10 - Deferred Salary Leave Plan**

- 10.1** Teachers who have been on continuous contract with the Ile-a-la-Crosse School Divisions No. 112 for at least two (2) years shall be eligible to participate in a Deferred Salary Leave Plan.
- 10.2** Purpose: The purpose of a Deferred Salary Leave Plan is to provide a teacher with one (1) year leave of absence.
- 10.3** Duration: The duration of the Deferred Salary Leave Plan is four (**4**) or five (5) contributory years and one (1) year of absence.
- 10.4** Process: To enter the Plan, the teacher shall make application to the Board no later than May 1 of the preceding school year. **An** Advisory Committee, as defined in Section 6.4, shall consider the application and make its recommendations to the Board. If approved by the Board, the teacher shall defer the respective percentage of net annual professional salary to the Deferred Salary Leave Plan for each of the four (five) contributory years and receive the same salary for the one year leave of absence.

### **Section 11 - Compassionate Leave**

Compassionate leave with salary shall be granted in the case of absence necessitated by life-threatening illness, injury or surgery:

- 11.1 Up to two (2) teaching days in one school year for immediate family members as follows: spouse, child, parent, grandparent, grandchild, brother, sister, parent of spouse.
- 11.2 Upon written application, Board of Education may approve additional Compassionate Leave with or without salary.
- 11.3 The Board shall grant two (2) days leave of absence with pay to teachers who must attend to immediate family specialist and/or emergency needs outside the home community of Ile a la Crosse. A certificate of medical attendance is required. For the purpose of this section, immediate family is defined as teacher, spouse, child and family member where the applying teacher is the primary caregiver for that family member.

### **Section 12 - Bereavement Leave**

Bereavement Leave with salary shall be granted to a teacher as follows:

- 12.1 Up to five (5) teaching days for the death of a spouse, child, parent of teacher or spouse, brother, sister, grandparent.
- 12.2 Up to two (2) teaching days for the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent of spouse.
- 12.3 One (1) teaching day for the death of an aunt, uncle, niece, nephew.
- 12.4 One (1) teaching day for the purpose of being a eulogist or pallbearer.
- 12.5 The Board may approve additional Bereavement leave with or without salary.

### **Section 13 - Negotiation Leave**

- 13.1 A teacher acting as representative of the bargaining committee in accordance with the provision of *The Education Act, 1995*, shall suffer no loss in salary for the time necessarily absent from his/her duties for purpose of negotiations in connection' with the Ile-a-la Crosse Teachers' Agreement.

### **Section 14 - Special Leaves**

- 14.1 Teachers shall be granted leave without loss of pay for the purpose of attending S.T.F. duty specific meetings. This leave shall include a one-half day traveling period when normal traveling time is deemed to be a distance greater than three hundred (350) kilometers one way or a full day when the distance is deemed to be greater than six hundred (600) kilometers one way. This leave is provided on the basis of reimbursement of costs to the Board by the S.T.F. (letter attached).

- 14.2 Leave may be granted, with or without pay, to a teacher when he/she is nominated to act as a delegate, or other official, at conventions or meetings of educational organizations.
- 14.3 A teacher shall be granted up to two personal days of leave without loss of pay for personal reasons in any one academic year. One day of such leave may be accumulated from one year to the next year to a maximum of 3 (three) days personal leave in any one year. Teachers are not obliged to provide a reason for said leave. Personal leave shall be prorated based upon the employment commencement date of the teacher.
- 14.4 Arrangements for leave as noted in s.14.3 shall be made with the principal and vice principal. Leaves will be granted where the principal and vice principal determine that such leaves can be reasonably accommodated.
- 14.5 In any school year, a teacher may be granted additional days of leave with or without loss of pay at the discretion of the Board.
- 14.6 The Board shall grant leave without loss of pay to a teacher who is unable to reach school due to emergencies of fire or flood that result in the closure of the highway and where no other route to reach school is available. Should the highway open within two hours of that closure, said teacher will be expected to proceed to work for the remainder of the school day.
- 14.7 The Board shall grant leave without loss of pay for a maximum of one day for a teacher to attend the graduation/convocation of self, spouse or child.

## **Section 15 - Recognition of Extra-Curricular Service (ROS)**

### **15.1 Introduction**

Recognition of Service (ROS) is awarded in recognition of the specific service provided for extra-curricular supervision which may be utilized as an Earned Day Off (“EDO”) Professional Development award (“PD”) or paid out at the specified rate. The monetary award for PD and Pay-out will be based on Substitute Teacher daily pay at the specified rate for probationary certification (Section 2). The recognition of extra-curricular service will be phased in over three years:

2011-2012: Teachers will be eligible to accumulate 60 hours for recognition.

2012-2013: Teachers will be eligible to accumulate 120 hours for recognition.

2013-2014: Teachers will be eligible to accumulate 180 hours for recognition.

### **15.2 Definition**

Extra-curricular activities shall be defined as the **supervision** of school-initiated student activities:

a) which have been approved by a committee of the Director, Principals and two ICTA Teachers for approval of the Board at the beginning of each school year. As a general rule, the approved list will include activities such as sports trips/tournaments and drama/dance/craft clubs, but will not include activities that involve the entire teaching staff such as Christmas Concerts, Carol Festivals, Michif Festivals and Graduations.

b) which involve student-contact time only, after the required hours of instruction



c) which are not for students' academic credit or support (e.g., Study groups and tutoring support do not qualify for extra-curricular recognition).

**15.3 Hours of Service**

The following scale is based on accumulated student-contact hours of extra-curricular supervision in any given school year:

- 60 hours: 1.0 EDO or PD or Pay-out
- 120 hours: Add 1.0 PD or Pay-out (Equivalent of substitute teacher days)
- 180 hours: Add 1.0 PD or Pay-out (Equivalent of substitute teacher days)

**15.4 Conditions:**

- 15.4.1** For overnight trips, the teacher may claim a maximum of 6 hours per day on school days (after school hours) and 12 hours per day on non-school days.
- 15.4.2** EDO awards will be calculated at the end of each semester and must be used or forfeited by June 30 of the following school year.
- 15.4.3** PD and Pay-out awards will be calculated at the end of each school year and must be used or forfeited by June 30 of the following school year.
- 15.4.4** Accumulated hours cannot be combined from one school year to the next.
- 15.4.5** Teachers who perform extra-curricular activities shall submit a monthly log of hours to the school Principal and Vice Principal. After their approval, these reports will be forwarded to the Division office for the Director's approval and calculation of award.
- 15.4.6** Recognition of extra-curricular service applies to part-time and full-time teachers.

**Section 16 - Bursary Awards**

- 16.1** A Bursary equal to the tuition fee per class will be awarded to teachers upon successful completion of approved classes which are considered to be of value to the Ile-a-la Crosse School Division No. 112 Board of Education. Application for a bursary must be submitted before June 1st of the year in which the class is to be taken. Evidence of successful completion and tuition paid must be submitted to the Board prior to December 1st.
- 16.2** Bursaries are available only to those teachers who have completed at least one year of service with the Ile-a-la Crosse School Division No. 112. A year of return service is a condition of granting such bursaries.
- 16.3** A teacher who does not remain in the employ of the Ile-a-la Crosse School Division No. 112 for the following academic year will be required to repay 1/197 of the bursary received for each day service is not rendered for that year.
- 16.4** The Board of Education agrees to reimburse the cost of accreditation class registration and expenses at provincial government rates for a teacher who is attending an accreditation seminar required by the Board.
- 16.5** The Board of Education shall, pursuant to the provisions of *The Education Act, 1995*, pay a retirement gratuity to teachers who are superannuating due to age and service. In the

application of this section, it is agreed that teachers who superannuate with 10, 15, 20, 25, or 30 years of service will receive respectively: \$1000, \$1500, \$2000, \$2500, \$3000.

**16.5.1** To qualify, teachers must have at least 10 (ten) years of service with the Board and must be in the employ of the Board at the time of superannuating.

**16.5.2** Service shall be defined as service with the Board, but shall exclude leaves of absence without pay, maternity leave, income continuance, secondment and leaves with pay.

**16.5.3** Exclusions defined in 16.5.2 shall not be considered as breaks in service.

**16.5.4** The recipient is responsible for the completion of all documents related to the confirmation of superannuating and the above named gratuity.

### **Section 17 - Teacherage Rentals**

Teacherage rentals shall be governed by the following clauses:

**17.1** The monthly rental charges for teacherages shall be as outlined in the following table and shall come into effect upon the signing of this agreement. Monthly rental fees shall be rounded to the nearest dollar. Monthly rental charges as outlined include the costs of utilities of heat, water, and electricity:

<b>Accommodation</b>	<b>Current</b>	<b>Sept.1, 2011</b>	<b>Sept.1, 2012</b>	<b>Sept. 1, 2013</b>
1 bedroom	\$ 394.00	\$414.00	\$435.00	\$457.00
2 bedroom	\$ 457.00	\$480.00	\$504.00	\$529.00
3 bedroom	\$ 492.00	\$517.00	\$543.00	\$570.00
3 bedrm. trailer	\$ 492.00	\$517.00	\$543.00	\$570.00
3 bedrm. 4-plex	\$ 492.00	\$517.00	\$543.00	\$570.00

**17.2** Teachers on temporary contracts shall be charged the monthly rental as per Clause **s.17.1**.

**17.3** The Ile-a-la Crosse School Division No. 112 shall collect rental charges, which include utility charges, by payroll deductions.

**17.4** Rent, which includes utilities, shall be charged for the months of July and August if a teacher retains possession of the teacherage through occupancy by the teacher and/or his/her family or by leaving his/her belongings in the teacherage for the summer months.

**17.5** Teachers terminating employment with the Board at the end of the school year must vacate the dwelling by July 7<sup>th</sup>. Extensions may be provided by prior authorization of the Board and such extensions will be subject to regular rent charges.

**17.6** Basic appliances and window coverings, in good working condition, shall be provided by the Ile-a-la Crosse School Division No. 112. These shall consist of: clothes washer, clothes dryer, electric range, electric refrigerator, and window coverings.

- 17.7 A housing subsidy of \$1,600.00 (sixteen hundred dollars) will be paid to teachers who provide their own accommodations. This housing subsidy is payable per academic year to only one teacher per unit providing accommodation; any additional teachers living in the same residence will not be eligible for this housing subsidy. Said housing subsidy shall not be provided to teachers occupying Board housing.
- 17.8 A \$300.00 damage deposit shall be maintained during the period of tenancy. Teachers occupying Board supplied rental accommodations shall be required to clean those accommodations upon vacating said premises if they are not returning to the same accommodation in the fall. Board maintenance staff shall inspect the teacherages annually for damages and report such damages to the Secretary-Treasurer. If such damages are considered negligence on the part of the teacher occupant, then the teacher will be notified and the assessed repair or replacement costs will be deducted from the \$300 damage deposit, which in turn will be reinstated by an equivalent deduction from the teacher's September salary. In order to determine said damages, a checklist shall be completed through an inspection of the premises by the teacher and maintenance personnel upon the tenant moving in and moving out.
- 17.9 Board maintenance staff will continue to maintain the Board residences. In order to ensure proper maintenance, an annual inspection schedule shall be developed in conjunction with each tenant. Teachers shall be responsible to maintain their yards around their residences, cleaning-up of garbage and keeping the grass cut at all times. There shall be notice in writing to tenants when inspections and maintenance are done and any changes to the condition of the teacherage shall be reported to the tenant and recorded on the checklist. In the event *of* an emergency, maintenance personnel reserve the right to enter the residence and conduct the required repairs without notice.
- 17.10 Should the Board require a teacher to transfer rental accommodations for the next school year in order to accommodate an existing Board employee, notice shall be given to the affected employees prior to May 30 of the current school year.
- 17.11 Should a Board employee be required to move to accommodate a newly hired Board employee, notice of such a move shall be given to the employee at least 30 days prior to the required move.
- 17.12 Should a Board employee be required to move within Board housing at the Board's request, the Board shall arrange for that move and said move shall include the costs of the move, T.V. cable hook-up costs, and telephone hook-up costs.
- 17.13 Housing assignments shall be at the discretion of the Board.

### **Section 18 - In Service/Professional Development**

- 18.1 The Board of Education shall make available a maximum sum of \$900.00 (nine hundred dollars) to each teacher in each school year for the purpose of teacher professional development. The maximum amount of \$900.00 (nine hundred dollars) includes all travel

costs. Funding may be accumulated from one year to the next to a maximum of \$1500 only for professional development opportunities beyond 1000 kilometers from Ile-a-la Crosse. For the purposes of this section, the school year is considered to begin with the day that school commences in the fall and ends the day prior to school commencing in the following fall.

**18.2** Applications for professional development shall be submitted by the applicant to the Board for its review and approval or disapproval at least two weeks prior to the professional development activity.

**18.2.1.** Professional development leaves shall not include required inservices provided by the Department of Education or required by the Board. Such leaves are considered as extras to be provided by the Board.

**18.3** There shall be established a standing professional development committee comprised of three (3) representatives of the ICTA, one of whom shall be a school-based administrator; and the Director of Education (or designate). The professional development committee shall consider all proposals for the three days specified for school inservices and make recommendations to the Board of Education for their review. Final approval or disapproval shall rest with the Board. Board-approved school-based inservices occurring in the three (3) days specified for such inservices shall be at the cost of the Board of Education. Such activities shall reflect the annual school and division improvement plans. One additional day may be applied for to the Board of Education for the specific purpose of work in curriculum division groups.

**18.4** A teacher shall be provided leave to attend a Board-approved professional development workshop without loss of pay.

**18.5** A teacher participating in a professional development activity must provide all eligible receipts to the Secretary-Treasurer no later than thirty (30) days following the workshop. No reimbursements, other than mileage and meals, will be paid without receipts.

**18.6** Substitute teachers shall not be provided with professional development funds.

**18.7** Professional development activities shall not include teacher convention.

### **Section 19 - Ile-a-la Crosse Teachers Association Fees**

**19.1** The Board of Education, Ile-a-la Crosse School Division No. 112 shall assume responsibility for collection of I.C.T.A. fees from all personnel who are employed by the Board and covered by this Agreement, provided the Board receives signed authorization in each instance for the deduction of fees. Fees collected will be forwarded to the Ile-a-la Crosse Teachers Association within thirty (30) days of collections. Such collections are to be made in accordance with regulations that are established by the I.C.T.A.

## **Section 20 – Employment Insurance Premium Reduction Program**

- 20.1** Pursuant to the Provision of The Employment Insurance Act, the Board of Education, Ile-a-la Crosse School Division No. 112 shall issue a cheque to the Ile-a-la Crosse Teachers Association for the full amount of the 5/12ths premium reduction realized for each of the teachers in the employ of the Board.
- 20.2** The annual payment to the Ile-a-la Crosse Teachers Association of the total premium reduction realized shall be payable by January 15th of each year.

## **Section 21 - Issue of Contracts**

- 21.1** Upon signing a contract with the Ile-a-la Crosse Division No. 112 the new teacher shall be issued a copy of the Local Agreement by the Secretary-Treasurer of the Board of Education.

## **Section 22 - Grievance: Arbitration**

### **22.1 Definition**

A grievance exists when there is a dispute or difference of opinion between the Board and the ICTA or any teacher employee as to the interpretation of any provision of this Agreement or where either party or an employee alleges that any provision of the Agreement has been violated.

### **22.2 Time Limits**

**22.2.1** The number of days indicated at each procedural step pursuant to **s.22.3** is considered a maximum. The time limits specified may be extended by written agreement of the parties to this agreement.

**22.2.2** If any grievance is not initiated at **Step One** pursuant to **s.22.3** within thirty (30) days of the occurrence of the event or condition upon which it is based, the grievance shall be considered waived, and thus shall no longer be deemed a grievance and may not be processed as such.

**22.2.3** All grievances must be appealed to the next formal step pursuant to **s.22.3** within the prescribed time limits. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous step.

### **22.3 Procedures**

**23.3.1 Step One:** A grievant may initiate a grievance by notifying the other party in writing. Said written notice shall include the particulars of the grievance, the relevant section(s) of this collective agreement and the remedy requested. The party receiving the grievance shall consider the matter, and shall provide the grievant with a written decision within twenty (20) days of its receipt.

**23.3.2 Step Two:** In the event the grievant is not satisfied with the disposition of the

grievance at **Step One**, the matter may be submitted to **Step Two** as follows:

Within thirty (30) days after the receipt of the decision pursuant to **Step One**, the grievant shall request, in writing, a meeting with the other party to be held within twenty (20) days of said request. The parties shall endeavour to resolve the grievance within ten (10) days commencing with the date set for the meeting.

**23.3.3 Step Three:** In the event the grievance is not resolved at **Step Two**, the grievant may refer the matter to arbitration within thirty (30) days beyond the date on which the parties conclude that they cannot resolve the matter. The applicable arbitration procedures shall be those set out in **Sections 261** through **264** of *The Education Act, 1995*.

The arbitration board shall not have the authority to add to, subtract from, modify, change, or alter any of the provision of this collective bargaining agreement; nor to add to, detract from, or modify the language therein in arriving at a determination of the issue presented that is proper within the limitations expressed herein.

**LETTER OF UNDERSTANDING**  
**Local Agreement of Ile-a-la Crosse School Division No. 112**

**Between:** The Board of Education of the Ile-a-la Crosse School Division No. 112 of Saskatchewan, Hereinafter Called "The Board",

**And:** The Bargaining Committee Appointed By the Teachers of the Ile-a-la Crosse School Division No. 112 of Saskatchewan, Hereinafter Called "The ICTA".

The Board and the ICTA agree to the following:


- a) that the negotiated terms of this agreement are predicated on an extension of the previous agreement (2007 to 2010) to August 31, 2011 with the exception of Article 4.2 (Northern Allowance)
- b) that the negotiated Northern Allowance of \$3000 be applied retroactively to the 2010-2011 school year.
- c) that Section 15 (Recognition of Extra-curricular Service) be included on the list of

Signed at Ile-a-la-Crosse, Saskatchewan this 29th day of June, 2011

Signed on behalf of  
the Ile-a-la-Crosse School Division 112

  
Duane Favel, Board Chairperson

Signed on behalf of  
the Ile-a-la Crosse Teachers' Association

  
Kari LaBorde, ICTA Chairperson

## **LETTER OF UNDERSTANDING**

### **Local Agreement of Ile-a-la Crosse School Division No. 112**

**Between:** The Board of Education of the Ile a la Crosse School Division  
No. 112 of Saskatchewan, Hereinafter Called “The Board”,

**And:** The Bargaining Committee Appointed By the Teachers of the Ile a la  
Crosse School Division No. 112 of Saskatchewan, Hereinafter Called  
“The ICTA”.

With respect to the implementation of the Alternate School Year Pilot at Rossignol Elementary and Rossignol High School which commenced with the opening of school in the fall of 2003, the Board and the ICTA agree to the following understanding for the purpose of administering provisions of the Provincial Collective Bargaining Agreement (hereinafter called the “Provincial Agreement”) and the Local Collective Bargaining Agreement (hereinafter called the “Local Agreement”):

**The school day during the 2003/2004 school year and thereafter will be increased by 10 minutes of instruction. For purposes of administering provisions of the Provincial Agreement and the Local Agreement, each day so increased shall be counted as 310 divided by 300 (310/300 or 1.03).**

The following items are for the purpose of providing examples of items from the Provincial and the Local Agreements that may be affected by this change - they are not meant to provide an exhaustive list of the items contained in the aforementioned agreements:

- 1) Teachers will continue to be granted up to two personal days with pay per year and will continue to be charged one day for each personal day used.
- 2) Teachers who are sick will be charged one day for each sick day used for the first twenty days; thereafter, teachers will be charged 1.03 for each sick day utilized.
- 3) Substitute teachers will be paid 1.03 times the rate in the current LINC agreement.
- 4) Service for superannuation purposes will be reported to the Superannuation Commission as 19.7 days per month for full time teachers under contract, 9.85 days for teachers working under a 50% contract, and amended days (197/191) for teachers whose service is less than a full school year for any other reason (leave of absence without salary, temporary contract, maternity/parenting, sick leave expiration, etc.) in order to ensure actual number of days worked. Clause d. is subject to approval by the superannuation commission.
- 5) Should a teacher leave during the course of the school year, final salary payment shall be calculated on the basis of the ratio of 197/191.
- 6) Teachers requesting leave without pay shall have their pay reduced at a rate of 1.03 times their daily rate for each day of leave; leave without pay days shall be counted at the rate of 1.03 days.
- 7) Professional Development days shall be counted as 1.0 days solely for the purposes of this agreement.
- 8) Compassionate and Bereavement Days shall be counted at the rate of 1.0 days solely for the purposes of this agreement.



No provision of this Letter of Understanding shall be considered as a statement or understanding about the nature or level of services which the Teachers are expected to provide in carrying out their professional duties in the Ile a la Crosse School Division No. 112.

This letter of understanding shall terminate upon cessation of Alternate School Year approval by the Ile-a-la-Crosse School Board and/or the Ministry of Education.

This letter of understanding shall be reviewed and altered as required to reflect provisions in a new collective agreement.

Signed at Ile-a-la-Crosse, Saskatchewan this ~~22~~ day of June, 2011.

Signed on behalf of  
the Ile-a-la-Crosse School Division 112



Duane Favel, Board Chairperson

Signed on behalf of  
the Ile-a-la-Crosse Teachers' Association



Kari LaBorde, ICTA Chairperson

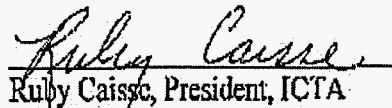
IN WITNESS THEREOF the duly authorized representatives of the parties hereto have set their hands at Ile-a-la-Crosse Saskatchewan this 29 day of June, 2011.

Signed on behalf of the Board of Education:



Duane Favel, Chairperson

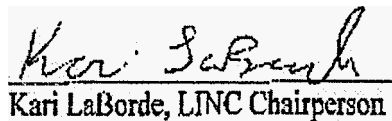
Signed on behalf of the Ile-a-la-Crosse Teachers' Association:



Ruby Caisse, President, ICTA



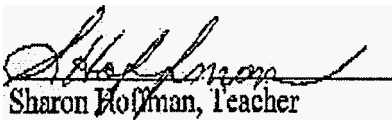
Barb Flett, Vice Chairperson



Kari LaBorde, LINC Chairperson



Dorothy Dubroie, Board Member



Sharon Hoffman, Teacher



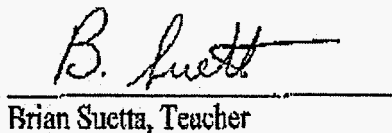
Peter Durocher, Board Member



Patricia McPetridge Teacher



Lon Borgerson, Director of Education



Brian Suetta, Teacher