CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4607
(Hereinafter called the "Union")

JANUARY 1, 2023 TO DECEMBER 31, 2026

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – DEFINITIONS 1

ARTICLE 2 – RECOGNITION 2

ARTICLE 3 – DISCRIMINATION 4

ARTICLE 4 – DISCIPLINE AND DISCHARGE 4

ARTICLE 5 – GRIEVANCE PROCEDURE 5

ARTICLE 6 – SENIORITY 8

ARTICLE 7 – LAY-OFF AND RECALL 9

ARTICLE 8 – VACANCIES 10

ARTICLE 9 – ANNUAL VACATION AND PAID HOLIDAYS 12

ARTICLE 10 – SICK LEAVE 14

ARTICLE 11 – LEAVES OF ABSENCE 15

ARTICLE 12 – WORKING CONDITIONS 19

ARTICLE 13 – GENERAL 20

ARTICLE 14 – TERM 24

SCHEDULE A – RATES OF PAY EFFECTIVE JANUARY 1, 2023 25

SCHEDULE A – RATES OF PAY EFFECTIVE JANUARY 1, 2024 26

SCHEDULE A – RATES OF PAY EFFECTIVE JANUARY 1, 2025 27

SCHEDULE A – RATES OF PAY EFFECTIVE JANUARY 1, 2026 28

SIGNATURE PAGE 29

LETTER OF UNDERSTANDING #2019 RE: CARETAKER SUPERVISOR COMPENSATION 30

LETTER OF UNDERSTANDING #2020-1 RE: SCHOOL SOCIAL WORKER 31

PREAMBLE

The purpose of this Agreement is:

a) To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union;

b) To recognize the mutual value of joint discussions and negotiations;

c) To encourage efficiency in operation;

d) To promote amicable processes of settling differences and/or grievances which may arise with respect to matters covered by this Agreement; and

e) To promote the morale and well-being of all employees in the Bargaining Unit of the Union.

ARTICLE 1 – DEFINITIONS

a) Full-time Permanent Employee

One who has successfully completed the probationary period of six (6) months of active employment defined as actual work time at the job site as referenced in Article 8.3 entitled "Probation and Trial Periods", is appointed to a position designated as a permanent position by the Board, and continues to be employed on a full-time basis.

b) Permanent Part-time Employee

One who has successfully completed the probationary period of six (6) months of active employment defined as actual work time at the job site as referenced in Article 8.3 entitled "Probation and Trial Periods", is appointed to a position designated as a permanent part-time position by the Board, and continues to be employed on a part-time basis.

c) Temporary Employee

One who is hired for a fixed period of time of ninety (90) days or more as referenced in Article 8.1 entitled "Posting". Upon expiration of the temporary period of employment, no notice of termination shall be required.

d) Casual Employee

One who is hired for a period of less than ninety (90) consecutive days of active employment or one who is not employed on a regular and recurring basis.

ARTICLE 2 – RECOGNITION

2.1 Bargaining Unit

As per the Certification Order, the Board recognizes the Canadian Union of Public Employees and Local 4607 as the sole and exclusive collective bargaining agent for all of its employees employed by Ile-a-la Crosse School Division No. 112 of Saskatchewan in Saskatchewan except the Director of Education, **Superintendent, Executive Assistant,** Chief Financial Officer, Assistant Chief Financial Officer, Supervisor of Facilities and Maintenance, teachers hired and functioning as such, positions in the Bargaining Unit that are not funded by the Board and which have been reviewed with the Union, casuals outside of classifications of Schedule A, and any other positions mutually agreed to by the Union and the Board.

2.2 Union Security

Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of **their** employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in **their** employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of **their** employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership or apply for and maintain **their** membership in the Union shall, as a condition of **their** employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

2.3 Dues Check Off

The Board agrees, upon written request of the Union, to deduct from the pay of Union member employees, the amount of the Union dues so authorized. The total sum so deducted shall be remitted by cheque to the Secretary-Treasurer of the National Union no later than the 15th day of the following month, accompanied by a list of employees and the amount of their deductions.

2.4 Communication

a) Correspondence

All correspondence pursuant to this Agreement shall be between the Director of Education or designate of the Board and the Recording Secretary of the Union and can be provided in "hard copy" or "email".

b) Notification

The Board agrees to notify the Union no later than the fifteenth (15th) day of the following month of any changes in employment affecting the Bargaining Unit.

c) New Employees

The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Articles 2.2 and 2.3 entitled "Union Security" and "Dues Check Off". Further, a copy of the Collective Agreement will be supplied to all new employees.

d) Board Policy Consultation

The Board or the Board's designate will provide to the Union a copy, electronically or otherwise, of any suggested change to those Board policies which impact the employees at least one month prior to the Board's formal consideration of the policy proposal in order to allow the Union an opportunity to make a submission to the Board or the Board's designate prior to the meeting which will consider the new or revised policy.

2.5 Union-Management Co-operation

a) Management Responsibilities

Subject to the provisions of this Agreement, the Parties recognize the right, duty and responsibility of the Board to organize, manage and direct the operations and the work force employed by the Ile-a-la Crosse School Division to maintain order, discipline and efficiency.

ARTICLE 3 – DISCRIMINATION

3.1 Definition

Pursuant to *The Saskatchewan Human Rights Code*, the Board and the Union agree that there shall be no discrimination with respect to any employee by reason of religion, creed, marital status, family status, sex, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, gender identity nor by reason of Union membership or activity.

ARTICLE 4 – DISCIPLINE AND DISCHARGE

4.1 Right to Review

An employee has the right to review **their** personnel file by making prior written application to the Director or designate subject to the following:

a) The employee shall review **their** personnel file in the presence of the Director or designate;

b) The employee may respond in writing to any document contained therein and that written response shall become part of the employee's permanent record;

c) The employee shall not have the right to remove or change any piece of **their** permanent record within **their** personnel file, but may request, in writing, a copy of any document contained therein;

d) An employee may apply, in writing, to have a record of disciplinary action removed from the official personnel file of the employee upon the expiration of a period of **twenty-four (24)** months following the effective date of the disciplinary action provided no other instance of disciplinary action in respect of the employee has been recorded during the **twenty-four (24)** month period. The Board will make a decision regarding the employee's application within two (2) weeks. Should the Board reject the application, reasons will be provided to the employee in writing.

4.2 Documentation of Disciplinary Action

a) When an employee is dismissed, reprimanded or suspended, the Board shall advise the employee in writing with a copy provided to the Union at that time;

b) The written document shall include reasons for the action taken; and

c) If the employee concerned wishes to respond to the written document in 4.2 a), they may do so in writing and such response shall become part of the documentation. At the employee's request, a copy of the response shall be forwarded to the Union.

4.3 Progressive Discipline

Except in cases of gross misconduct, the Board agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

The Employer and Union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning
- Written reprimand
- Suspension
- Termination

4.4 Presence of a Union Representative

In cases where the Board considers an employee's conduct and/or job performance to warrant disciplinary action, the employee will be advised of their right to have a Union representative present. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Definition

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee as to the interpretation of any provision of this Collective Agreement or where either party or an employee alleges that any provision of the Collective Agreement has been violated. A grievance may only be carried forward by the Union.

5.2 Procedure

Should a dispute arise between the Board and any employee or the Union, an effort shall be made to settle the dispute in the following manner:

a) STEP 1: Informal Discussion Without Prejudice

The employee and a Union representative shall meet with the employee's Supervisor within ten (10) working days of the incident to discuss the employee's concern. Should resolution of the concern not be forthcoming, the concern shall proceed, in writing, to Step 2 within five (5) working days.

b) STEP 2

i) In the event of a grievance arising from the failure to resolve the concern in Step 1, the grievance shall be presented in writing, including the offended articles and the redress sought, within five (5) working days (as identified in Step 1) to the Principal or the Supervisor, as applicable. Should the grievance be against the Principal or Supervisor, the report will be submitted to the next supervisory level.

ii) The employee concerned, a local Union representative and Principal and/or Supervisor shall meet to discuss the grievance within seven (7) working days of its receipt.

iii) A written decision shall be rendered to the Union by the Director of Education with a copy provided to the employee within seven (7) working days of such discussion.

c) STEP 3

i) Failing agreement after the meeting with the Principal or Supervisor under Step 2, the grievance may be advanced within seven (7) working days of the date of the written decision of Step 2 by submitting to the Director of Education, a written statement of complaint, and redress sought.

ii) The employee concerned, a local Union Representative or a Representative of the Canadian Union of Public Employees and or designate and/or the Director of Education shall meet to discuss the grievance within seven (7) working days of its receipt.

iii) A written decision shall be rendered to the Union by the Director of Education with a copy provided to the employee within seven (7) working days of the date of the meeting.

d) STEP 4

i) Failing agreement under Step 3, a written application for a Board hearing may be made by the Union through the Director of Education within seven (7) working days of receipt of the decision at Step 3.

ii) The hearing shall occur at the next regular meeting of the Board following receipt of the application, except, where the Board meeting occurs within three (3) working days following receipt of the application, then such hearing shall occur at the next regular meeting of the Board.

iii) The Board shall send its decision, in writing, to the Union within seven (7) working days of the hearing.

e) STEP 5

In the event of any grievance not having been settled through the above procedure, the matter shall then be referred to a Board of Arbitration. Such Board shall be established in accordance with ***The Saskatchewan Employment Act***.

5.3 Decision of the Board of Arbitration

The Board of Arbitration shall:

a) not have the power to change this Agreement, or to alter, modify or amend any of its provisions;

b) be limited to dealing with the issues which are submitted to it for arbitration.

5.4 Time Limits

The time limits specified in this Article may only be extended by mutual agreement of the Board and the Union.

5.5 Expenses of the Board of Arbitration

The Union and the Board shall each pay one-half (0.5) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

5.6 Loss of Pay

The employee concerned and the local Union representative as identified in Article 5.2 a), b), c) and d) entitled "Procedure" shall suffer no loss in pay in attending the discussions and hearings specified under Article 5.2 a), b), c) and d) entitled "Procedure". Further, the employee shall suffer no loss of pay under Article 5.2 e), Step 5 – Arbitration.

ARTICLE 6 – SENIORITY

6.1 Definition

Seniority shall be defined as the length of service in the Bargaining Unit from the date the employee **started their employment with the School Division**. Pursuant to Article 8.3 "Probation and Trial Periods", a new employee shall be deemed not to have any seniority until the completion of six (6) months of active employment defined as actual work time at the job site. Only after completion of the probationary period, seniority shall be effective from the date of hire and 6.1 (b) shall apply.

a) The normal interruptions during the scheduled school vacation periods shall not constitute a break in service;

b) Seniority will operate on a Bargaining Unit wide basis.

6.2 **Seniority** List

The Board shall maintain a seniority list showing the current classification and the seniority earned. An up-to-date seniority list shall be sent to the Recording Secretary of the Union and be posted on appropriate bulletin boards in September of each year.

6.3 Seniority Lost

Seniority shall be lost in the event that the employee:

a) is discharged for just cause;

b) resigns;

c) retires from the employ of the Board;

d) following a lay-off, fails to return to work within five (5) working days after being notified by Registered Mail to do so, unless the employee is, through sickness or other good cause acceptable to the Board, unable to return within that period.

It shall be the responsibility of the employee to keep the Board informed of **their** current address;

e) is laid off for a continuous period longer than eighteen (18) months; or

f) is a temporary, casual or substitute employee and pursuant to Article 8.3 entitled "Probation and Trial Periods", who falls within the classifications in Schedule A and who has not worked within three (3) months of their last scheduled shift.

ARTICLE 7 – LAY-OFF AND RECALL

7.1 Automatic Lay-Off

Subject to Article 7.2 entitled "Lay-off Notice", those persons employed on the basis of the student or academic year shall be deemed to be laid off for school vacation periods. This Article shall serve as notice of lay-off and recall. Recall shall be automatic except when notice of a termination or indefinite lay-off has been given pursuant to Article 7.2 entitled "Lay-off Notice".

7.2 Lay-off Notice

a) Except in the case of employment termination for just cause, an employee who has been in the employ of the Board for at least three (3) continuous months who is to be laid off shall receive notice from the Board in accordance with *The Saskatchewan Employment Act* – Part 2-60(1).

b) An employee when terminating **their** employment shall give the Board written notice of one pay period.

7.3 Staff Reassignment or Lay-Off

Where a lay-off notice is to be issued pursuant to Article 7.2 entitled "Lay-off Notice", and where requested by either party, representatives of the Board and the Union shall meet to review the lay-off including staff reassignment options and provide a recommendation on lay-off or staff reassignment to the Board which will make the final determination.

Where a staff reduction is necessitated:

a) within a classification; and

b) given that the particular educational or developmental needs of any directly effected pupil, if applicable, as determined by the Director of Education, are ensured of being met to the satisfaction of the Director of Education after considering input from the Union; and

c) given that any additional and applicable qualifications of the staff in that classification are considered for transfers to vacancies for which they have the required qualifications, knowledge, formal education, skills and abilities in any classification within the scope of this Agreement; and

d) if having met the requirements in b) and c) above and having given consideration to seniority and job security through the discussion process identified in the preamble above, a lay-off notice will be served to the employee in the reverse order of their seniority in that classification.

7.4 Recall

a) No new employee in a classification covered by this Agreement will be hired until those on lay-off in that classification or those in another classification who have the required qualifications, i.e. knowledge, formal education, skills and abilities, have been recalled in order of seniority and in accordance with the provisions of Article 6.3 entitled "Seniority Lost" and Article 8.2 entitled "Appointment", to fill the position.

b) Pursuant to Article 6.3 entitled "Seniority Lost", during a lay-off an employee shall maintain but not accrue benefits and seniority.

ARTICLE 8 – VACANCIES

8.1 Posting

a) When a permanent position vacancy or a temporary vacancy of ninety (90) or more days or a newly created permanent position is to be filled permanently, the Board shall notify the Union in writing or by "email" at the same time as the vacancy is being advertised publicly. The notice shall be posted for five (5) working days.

b) The posting shall contain information with respect to the required qualifications, knowledge, formal education, skills, abilities, and the closing date for application. A copy of the posting will be placed on the Staff Bulletin Board in the Board Office and in each school in the Division during the academic year. During July and August, a copy of the posting will be mailed to the Union in accordance with Article 2.4 a) "Communication – Correspondence".

8.2 Appointment

Recall and internal candidates shall be considered first. Where two or more applicants have the required qualifications, knowledge, formal education, skills, and abilities, seniority shall be the deciding factor in the appointment. Where recall or internal candidates do not have the required qualifications, knowledge, formal education, skills, and abilities, external candidates shall be considered. The appointment shall be made of the applicant whom the Board considers to possess the required qualifications, formal education, skills, knowledge and ability.

8.3 Probation and Trial Periods

a) Probation

A new employee shall be considered a probationary employee and shall be deemed not to have any seniority until the completion of six (6) months of active employment defined as actual work time at the job site. Probationary employees shall be entitled to all the rights and privileges under this Agreement except that their employment may be terminated by the Board for reasons of unsuitability. After completion of the probationary period, seniority shall be effective from the original date of hire. The probationary period may be extended upon the mutual consent of the Union and the Board. The Board shall provide written notice of at least ten (10) working days to the Union of the Board's intent to extend the probation period for up to six (6) months.

b) Trial Period

The successful internal employee applicant shall be notified within one (1) week of the appointment to the permanent position. The employee shall hold the position for a trial period of two (2) months of active employment. Conditional on satisfactory service, the employee shall be declared permanent in **their** new position after the period of two (2) months of active employment. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests in writing to be returned to **their** former position, the employee shall be returned to **their** former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

ARTICLE 9 – ANNUAL VACATION AND PAID HOLIDAYS

9.1 Academic and Student Year Employees

a) Vacation Pay Entitlement

The Board recognizes the following as the annual vacation pay entitlement to be paid on each bi-monthly cheque in twenty (20) equal instalments and paid in accordance with the schedule:

- Up to and including nine (9) years of continuous employment, four fifty-seconds (4/52nds) or 7.69% of earnings in the year.
- In the tenth (10th) year of continuous employment and up to and including the nineteenth (19th) year of continuous employment, five fifty-seconds (5/52nds) or 9.62% of earnings in the year.
- In the twentieth (20th) year of continuous employment and in each year of continuous employment thereafter, six fifty-seconds (6/52nds) or 11.54% of earnings in the year.

b) Paid Holidays

Paid holiday pay will be paid in accordance with *The Saskatchewan Employment Act*. The following shall be observed as holidays with pay and any **other day proclaimed as a holiday by the Provincial Government**:

New Year's Day
Family Day
Good Friday
Victoria Day
Labour Day
Thanksgiving Day
Remembrance Day
Louis Riel Day (only if it falls on a business day)
Christmas Day

9.2 Calendar Year Employees

a) i) For the purposes of this Article, July and August will be considered the school vacation period.

ii) This Article shall serve as the notice for entitlements of annual vacation as prescribed by *The Saskatchewan Employment Act*.

b) Vacation Entitlement

Calendar year employees shall commence earning their vacation leave entitlement in accordance with the schedule outlined below:

i) Four (4) weeks annual vacation leave after the first year of continuous employment and upon each subsequent year of continuous employment thereafter up to and including nine (9) years of continuous employment.

ii) Five (5) weeks annual vacation leave in the tenth (10th) year of continuous employment and upon each subsequent year of continuous employment thereafter up to an including nineteen (19) years of continuous employment.

iii) Six (6) weeks annual vacation leave in the twentieth (20th) year of continuous employment and in each year of continuous employment thereafter.

iv) An employee not having a year of service prior to commencement of the school vacation period shall be allowed vacation prorated at the rate of 1.67 working days for each month of service up to June 30.

c) Vacation Scheduling

Subject to Article 9.2 a) ii), calendar year employees shall take their annual vacations during school vacation periods or as otherwise arranged and agreed to with the Board of Education or designate.

d) Paid Holidays

Paid holiday pay will be paid in accordance with *The Saskatchewan Employment Act*. The following shall be observed as holidays with pay and any **other day proclaimed as a holiday by the Provincial Government**:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day

Louis Riel Day (only if it falls on a business day)
Christmas Day
Boxing Day

ARTICLE 10 – SICK LEAVE

10.1 Definition

a) Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 2013* and *The Automobile Accident Insurance Act*.

b) The employee shall be entitled to use **their** sick leave credits to a maximum of five (5) days per year to attend medical, dental and optical appointments for the employee, **their** spouse, parents, or child(ren) that cannot be made outside of daily hours of work, or where specialist appointments outside the School Division are required. The claim may be made against the Sick Leave Entitlement identified in Article 10.2 entitled "Entitlement".

10.2 Entitlement

a) Basic

Each full-time employee shall be entitled to sick leave in the amount of one and one-half (1.5) days for each month worked to a maximum of eighteen (18) days per year for calendar year employees and fifteen (15) days for academic year employees based upon the school year. An employee on a modified work schedule (other than full-time) shall earn and accumulate sick leave credits on a prorated basis in accordance to time worked based upon the school year.

b) Accumulated

The unused portion of an employee's sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

10.3 Proof of Illness

An employee shall be required to produce a Certificate from a medical practitioner for any illness that is in excess of three (3) days in accordance with Board policy.

10.4 Notification

Every employee who is absent as a result of illness shall notify **their** immediate Supervisor without delay and failure to do so, without good cause, shall deprive such employee from the benefits to which **they** would normally be entitled for that illness prior to the time due notice is received by the Supervisor. On return to work, every employee shall complete a Sick Leave Application Form.

10.5 Annual Statement

Each employee shall receive in September, a statement of unexpended sick leave credits. Such statement shall be open to protest and correction for a period of thirty (30) calendar days and on presentation in written form by the employee of proof of error, correction shall be made by the Board immediately.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Maternity, Parental, and Adoption Leave

a) Eligibility

The Parties agree that Maternity, Parental, and Adoption Leave will be provided in accordance with *The Saskatchewan Employment Act*. A copy of the appropriate sections of *The Saskatchewan Employment Act* will be in the Personnel Book located in each staff room and maintenance office.

b) Extension

A leave of absence for a period greater than that provided for **in** *The Saskatchewan Employment Act* may be granted by the Board. The request will be in writing to the Principal or Supervisor at least six (6) weeks prior to the commencement of the leave and shall be considered by the Board at its next regularly scheduled meeting.

11.2 Compassionate Leave

a) Definition

For the purposes of this Article, "immediate family" is defined as spouse (including common law), child, foster child, parent or guardian, sibling, parent-in-law, grandparent, grandchild, aunt, uncle, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

b) Leave

An employee shall be granted, upon request, up to and including five (5) working days leave of absence without loss of pay in case of death or serious illness of a member of the employee's immediate family.

c) Pallbearer

An employee shall be granted a one (1) day leave with pay to attend a funeral as an active pallbearer.

d) Extension

An extension with pay pursuant to this Article or without pay pursuant to Article 11.5 entitled "General Leave" may be granted upon written application to the Board prior to the requested leave.

11.3 Union Leave

a) Short Term

Employees may be provided with leave of absence for the purpose of conducting Union business. The conditions of such leave shall be as follows:

i) The granting of such leave shall be subject to operational feasibility;

ii) Such leave shall be with pay and without loss of seniority to a maximum of one (1) month per academic year, after which seniority will not be accrued;

iii) An employee shall provide the Board with a written request for such leave at least two (2) weeks prior to the commencement of the leave; and

iv) The Union shall reimburse the Board for all pay and benefits during the period of absence.

b) Long Term

An employee elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss or accrual of seniority for a period of up to one (1) year.

11.4 Jury or Witness Duty Leave

An employee who is absent from work as a result of being subpoenaed to be a witness in court or of being required to serve on a jury shall be paid **their** normal salary while absent subject to the following conditions:

a) The employee shall pay to the Board any remuneration other than expenses, which **the employee** receives, for such absence. With respect to the Court of **King's** Bench, the employee, if appearing as a witness, shall make application in accordance with *The **King's** Bench Fees Regulations* for witness fees.

b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.

c) This provision does not apply to an employee:

i) who has a direct or indirect interest in the outcome of any proceedings;

or

ii) who appears as an accused in any proceedings.

11.5 General Leave

a) An employee may be granted a leave of absence of up to five (5) days, subject to operational feasibility, without pay and without loss or accrual of seniority when **the employee** requests such leave for good and sufficient reasons. Leave without pay for up to five (5) days may be granted by the Director or designate. An employee may request the leave with pay and such a request will be in writing to the Principal or Supervisor and submitted to the Board at its next regular meeting.

b) An employee may be granted leave without pay and benefits for a period greater than five (5) days, subject to operational feasibility, without loss or accrual of seniority when **the employee** requests such leave for good and sufficient reasons. The request will be in writing to the Principal or Supervisor and submitted to the Board for its approval/denial at least one (1) month prior to the commencement of the requested leave.

11.6 Educational Leave

Division Initiated

Where an employee is required by the Employer to take any course or workshop, the employee shall not have any loss of pay, and where the course or workshop is on a day not normally worked by the employee, the employee shall be paid the employee's regular or average day's pay. The Employer shall pay all costs of required materials. Employees who incur costs for travel related to attending a workshop or course shall be compensated for the actual cost of eligible expenses to a maximum of the Employer established rate. Receipts must be attached and eligible travel costs shall be limited to kilometers or other travel, accommodations, meals and parking fees. If otherwise eligible expenses are provided as part of the course or workshop, the foregoing shall not apply.

Employee Initiated

Where an employee requests attendance at any course or workshop **that is aligned with their professional growth plan**, the Employer may grant leave for such purpose. The employee shall not have any loss of pay, and the Employer shall pay all costs of instruction and instructional materials or a portion thereof. The Employer may also grant additional expenses incurred by the employee.

11.7 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the Board will provide leave with pay for a maximum of four (4) employees for the time spent in negotiations.

11.8 Personal Leave

All employees are entitled to two (2) paid personal days per school year (personal days will be prorated for part-time staff and staff commencing employment within the school year). All requests for personal leave must be submitted to the employee's immediate Supervisor at least two weeks prior to the date of the leave. Only in cases of emergency will leaves submitted in less than the two-week time period be considered. Leaves are subject to operational requirements as determined by the immediate Supervisor/Principal. **Two (2) days of such leave may be accumulated from one year to the next, to a maximum of four (4) days.**

11.9 Unavoidable Circumstances

A short-term leave of absence without loss of salary for up to, but not exceeding, one (1) day per year may be granted by the immediate Supervisor for absence due to

unavoidable circumstances such as inclement weather, impassable roads or other transportation failures and acts of God.

11.10 Graduation/Convocation

The Board shall grant leave without loss of pay to a maximum of one (1) day for an employee of the School Division to attend the graduation/convocation of self, spouse or child. This would apply for kindergarten, high school and post-secondary graduations.

ARTICLE 12 – WORKING CONDITIONS

12.1 General Conditions

a) Occupational Health and Safety

The Parties agree to adhere to the relevant portions of *The Saskatchewan Employment Act*. A copy of *The Saskatchewan* ***Employment*** *Act* shall be placed by the Board in a designated area.

b) Employee Benefits Plan

The Board shall implement the Saskatchewan School Boards Association Group Benefit Plan as follows:

Group Life	100% Employer Sponsored
Accidental Death and Dismemberment – Plan B	100% Employer Sponsored
Long-term Disability	100% Employer Sponsored
Employee Assistance Plan	100% Employer Sponsored
Dependent Life – Plan A	100% Employer Sponsored
Vision Care – Plan A	100% Employer Sponsored
Health – Plan B	100% Employer Sponsored
Dental – Plan C	100% Employer Sponsored

12.2 Hours of Work

a) Overtime

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time authorized by the Director of Education worked beyond eight (8) hours in a given day or (40) hours in a given week will be considered as overtime and will be compensated at the rate of double time

(2x) the regular base rate as per *The Saskatchewan Employment Act*. Overtime may be taken as time in lieu subject to operational requirements.

b) Emergency Call-back

An employee called back to work after the completion of their regularly scheduled shift will receive double time (2x) the actual time as time off in lieu.

c) On Call and Maintenance Checks

Maintenance workers who conduct maintenance checks will be entitled to every other Friday off as time in lieu.

d) Scheduling

The days to be worked and the daily hours of work, including starting time, lunch and "coffee" breaks and finishing times shall be determined, where applicable, by the Principal of the school, Chief Financial Officer, Director, or Supervisor, as applicable, after consultation with the employee, and shall be communicated to the employee.

12.3 Municipal Employees' Pension Plan (MEPP)

Employees are eligible to be enrolled pursuant to the Plan.

12.4 **Indemnity Clause**

Where an employee, as a result of acting lawfully in the performance of their duties, without negligence or willful misconduct, is prosecuted or sued by a party other than His Majesty, The King or the Employer, the Employer shall undertake to defend them, to the extent of providing the Employer's legal counsel, or counsel provided pursuant to the terms of the Employer's insurance policy, or other legal counsel, as the Employer shall determine.

ARTICLE 13 – GENERAL

13.1 Temporary Performance of Higher Duties

An employee assigned to perform duties in a higher paid classification or position for one-half day or greater shall be paid at the higher rate of pay for all hours worked in the higher classification.

13.2 Performing Duties of a Lower Paid Classification

An employee temporarily assigned to perform duties of a lower paid classification or position shall not suffer any reduction in earnings.

13.3 Workers' Compensation Supplement

a) When an employee is prevented from performing **their** regular work with the Board due to an occupational accident that is deemed compensable under the Workers' Compensation Act, the Board will pay to such employee an amount based on the employee's regular basic wage rate at date of injury for a period not exceeding twelve (12) months and any benefits payable from Workers' Compensation shall be paid directly to the Board on behalf of the employee.

The calculated amount of payment shall, when combined with the Workers' Compensation payment be equal to the net amount that such employee would have received as net income after normal payroll deductions including any personally authorized deductions.

b) Pending receipt of payments from the Workers' Compensation Board, an employee shall receive **the** Workers' Compensation Supplement in accordance with a) above, provided however, that the Board in its discretion may limit such earnings to the amount of the employee's accumulated sick leave credits as at the commencement of **the employee's** disability. Proof of disability will be required before such payments are made.

In the event the Workers' Compensation Board determines the injury is not compensable under *The Workers' Compensation Act*, the amount advanced by the Board under this Article shall be reimbursed by the employee.

c) Employees on lay-off do not qualify for **the** Workers' Compensation Supplement. During periods of lay-off, the employee shall receive payments directly from the Workers' Compensation Board only.

13.4 Employment Insurance Rebate

Pursuant to *The Employment Insurance Act*, the Board will forward to CUPE Local 4607 as soon as convenient after January 1 of each year, an amount of monies equal to 5/12 of the Employment Insurance Premium Reduction. Such monies are to be used to the benefit of all unionized employees.

13.5 Bulletin Board

The Board shall provide bulletin board(s) which shall be so placed that all employees will have ready access to them and upon which the Union shall have the right to post notices of interest to the employees.

13.6 Reimbursement of Travel Expenses

Employees will be reimbursed mileage at the Provincial Government rate.

13.7 Pay Day

The Board shall pay the basic salary or wage on the fifteenth (15th) of each month and on the thirtieth (30th) day of each month in accordance with the applicable "Salary Schedule A".

13.8 Recognition of Extra-Curricular Service (ROS)

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") or paid out at the specified rate. The monetary award for pay-out will be **$160.00** per day.

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, one CUPE Local 4607 member 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).

Hours of Service

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

25 hours:	**0.5 EDO or Pay-out**
50 hours:	1.0 EDO or Pay-out
100 hours:	**2.0** EDO or Pay-out
150 hours:	**3.0** EDO or Pay-out

For overnight trips, the employee may claim a maximum of eight (8) hours per day on school days (after school hours) and sixteen (16) hours per day on non-school days.

EDO awards will be calculated at the end of each **month** and must be used or forfeited by June 30 of the following school year.

Pay-out awards will be calculated at the end of each school year.

Accumulated hours cannot be combined from one school year to the next.

Employees who perform extra-curricular activities shall submit a log of hours to the school Administration monthly. After their approval, these reports will be forwarded to the Division office for the Director's approval and calculation of award.

Recognition of extra-curricular service applies to all employees.

13.9 Retirement Gratuity

An eligible employee is one who has been in the employ of the Ile-A-La Crosse School Division for a minimum of fifteen (15) uninterrupted years immediately prior to retiring the employ of the Division. In the event that an employee has been on an approved leave from their duties with the Ile-A-La Crosse School Division for the purposes of this section, the period of such leave shall not be included in the calculation of years of service with the Division. Such approved leaves will not constitute a break in service.

The amount of the retirement gratuity shall be one thousand dollars ($1,000.00). Part-time employees shall have their benefit prorated equal to their percentage of time.

Upon receipt of their retirement, the Board shall accept the employee's intention to terminate employment and will provide a retirement gratuity. The retirement gratuity. shall be the full amount of the benefit less all deductions prescribed by law. This payment will be made within four (4) weeks of the last day worked.

ARTICLE 14 – TERM

14.1 Duration

a) This Agreement shall be effective from January 1, **2023** and shall remain in force and effect until and including December 31, **2026** and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the anniversary date hereof.

b) This Agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, effective on the first (1st) day of the month following the signing of the Collective Agreement.

SCHEDULE A – RATES OF PAY
EFFECTIVE JANUARY 1, 2023
(3% increase)

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Secretary			
Uncertified (Level I)	$21.93	$22.37	$22.77
Partial Certificate (Level II)	$22.37	$22.77	$23.24
Certified (Level III)	$22.78	$23.24	$23.70

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Education Assistant / Library Assistant			
Uncertified (Level I)	$21.08	$21.51	$21.94
Partial Certificate (Level II)	$21.51	$21.93	$22.37
Certified (Level III)	$21.93	$22.37	$22.77
Library Tech	$23.55	$23.97	$24.37

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Caretaker (Level I)	$18.35	$18.68	$19.00

CLASSIFICATION	
Nutrition Coordinator (.6 FTE)	$18,302.40/annually
Student Support Worker	$36.24/hour
Community School Recreation Coordinator	$46,877.58/annually
Maintenance Assistant	$29.34/hour
Maintenance Assistant (Electrician)	**$36.68/hour**
Caretaker Supervisor	$23.77/hour

SCHEDULE A – RATES OF PAY
EFFECTIVE JANUARY 1, 2024
(3% increase)

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Secretary			
Uncertified (Level I)	$22.59	$23.04	$23.45
Partial Certificate (Level II)	$23.04	$23.45	$23.94
Certified (Level III)	$23.46	$23.94	$24.41

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Education Assistant / Library Assistant			
Uncertified (Level I)	$21.71	$22.16	$22.60
Partial Certificate (Level II)	$22.16	$22.59	$23.04
Certified (Level III)	$22.59	$23.04	$23.45
Library Tech	$24.26	$24.69	$25.10

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Caretaker (Level I)	$18.90	$19.24	$19.57

CLASSIFICATION	
Nutrition Coordinator (.6 FTE)	$18,851.47/annually
Student Support Worker	$37.33/hour
Community School Recreation Coordinator	$48,283.91/annually
Maintenance Assistant	$30.22/hour
Maintenance Assistant (Electrician)	**$37.78/hour**
Caretaker Supervisor	$24.48/hour

SCHEDULE A – RATES OF PAY
EFFECTIVE JANUARY 1, 2025
(3% increase)

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Secretary			
Uncertified (Level I)	$23.27	$23.73	$24.15
Partial Certificate (Level II)	$23.73	$24.15	$24.66
Certified (Level III)	$24.16	$24.66	$25.14

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Education Assistant / Library Assistant			
Uncertified (Level I)	$22.36	$22.82	$23.28
Partial Certificate (Level II)	$22.82	$23.27	$23.73
Certified (Level III)	$23.27	$23.73	$24.15
Library Tech	$24.99	$25.43	$25.85

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Caretaker (Level I)	$19.47	$19.82	$20.16

CLASSIFICATION	
Nutrition Coordinator (.6 FTE)	$19,417.01/annually
Student Support Worker	$38.45/hour
Community School Recreation Coordinator	$49,732.43/annually
Maintenance Assistant	$31.13/hour
Maintenance Assistant (Electrician)	**$38.91/hour**
Caretaker Supervisor	$25.21/hour

SCHEDULE A – RATES OF PAY
EFFECTIVE JANUARY 1, 2026
(3% increase)

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Secretary			
Uncertified (Level I)	$23.97	$24.44	$24.87
Partial Certificate (Level II)	$24.44	$24.87	$25.40
Certified (Level III)	$24.88	$25.40	$25.89

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Education Assistant / Library Assistant			
Uncertified (Level I)	$23.03	$23.50	$23.98
Partial Certificate (Level II)	$23.50	$23.97	$24.44
Certified (Level III)	$23.97	$24.44	$24.87
Library Tech	$25.74	$26.19	$26.63

CLASSIFICATION	YEAR 1 (hourly)	YEAR 2 (hourly)	YEAR 3 (hourly)
Caretaker (Level I)	$20.05	$20.41	$20.76

CLASSIFICATION	
Nutrition Coordinator (.6 FTE)	$19,999.52/annually
Student Support Worker	$39.60/hour
Community School Recreation Coordinator	$51,224.40/annually
Maintenance Assistant	$32.06/hour
Maintenance Assistant (Electrician)	**$40.08/hour**
Caretaker Supervisor	$25.97/hour

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have herein under affixed their seals attested by the hands of their properly authorized officers in that behalf.

Dated this 19 day of April, **2023**, in the town of Ile-a-la-Crosse, Saskatchewan

THE BOARD OF EDUCATION OF THE ILE-A-LA CROSSE SCHOOL DIVISION NO. 112 OF SASKATCHEWAN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4607

Susan Davies

LETTER OF UNDERSTANDING #2019

BETWEEN

THE BOARD OF EDUCATION OF
ILE-A-LA CROSSE SCHOOL DIVISION NO. 112

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4607

RE: CARETAKER SUPERVISOR COMPENSATION

THAT the Board of Education of Ile-a-la-Crosse School Division No. 112 and the Canadian Union **of Public** Employees Local 4607 mutually agree to the following terms and conditions and will be incorporated into CUPE Local 4607's Collective Agreement.

NOW THEREFORE, the Parties agree to the following:

Brian Desjarlais will continue to receive his current rate of pay and general wage increases as per the increases agreed to in this Agreement.

This LOU will expire when Brian Desjarlais vacates the position.

IN WITNESS WHEREOF the Parties have herein under affixed their seals attested by the hands of their properly authorized officers in that behalf.

Dated this 19 day of April, 2023, in the town of Ile-a-la Crosse, Saskatchewan.

THE BOARD OF EDUCATION OF THE ILE-A-LA CROSSE SCHOOL DIVISION NO. 112 OF SASKATCHEWAN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4607

Susan Davies

LETTER OF UNDERSTANDING #2020-1

BETWEEN

THE BOARD OF EDUCATION OF ÎLE-À-LA-CROSSE SCHOOL DIVISION NO.112

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4607

RE: SCHOOL SOCIAL WORKER

THAT the Board of Education of Ile-a-la-Crosse School Division No.112 and the Canadian Union of Public Employees Local 4607 mutually agree to the following terms and conditions and will incorporated into CUPE Local 4607's Collective Agreement.

NOW THEREFORE, the parties agree to the following:

1. Shawna Corrigal is a member in good standing with Local 4607 and will continue paying Union dues to Local 4607 as long as she holds the Social Worker Position within the School Division.

2. That Ms. Corrigal's wage is reflected in the Saskatchewan Teachers' Federation agreement and will receive any/all increases as per that agreement.

3. That Ms. Corrigal will follow Local 4607 CUPE Collective Agreement for all other instances.

IN WITNESS WHEREOF the Parties have herein under affixed their seals attested by the hands of their properly authorized officers in that behalf.

Dated this 19 day of April, 2023, in the town of Ile-a-la Crosse, Saskatchewan.

THE BOARD OF EDUCATION OF THE ILE-A-LA CROSSE SCHOOL DIVISION NO. 112 OF SASKATCHEWAN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4607