

COLLECTIVE AGREEMENT

between

**The Board of Education
Of the
Saskatoon School Division No. 13
Of Saskatchewan**

and

**The Saskatoon Community
Educators Association**

(2011 – 2014)

THIS AGREEMENT MADE THIS 9th DAY OF NOVEMBER, 2011.

BETWEEN:

THE BOARD OF EDUCATION OF THE SASKATOON SCHOOL DIVISION NO. 13 OF SASKATCHEWAN, hereinafter called the "Board."

OF THE FIRST PART:

AND:

THE SASKATOON COMMUNITY EDUCATORS ASSOCIATION, , hereinafter called the "Association".

OF THE SECOND PART:

PREAMBLE:

Whereas by an order of the Labour Relations Board of the Province of Saskatchewan dated July 16, 2004, the Association was declared to be the sole collective bargaining agent of the Community School Coordinators of the Board.

The parties to this agreement strive for the maintenance of harmonious relations and settled conditions of employment and do hereby enter into, establish and agree to the following terms subject to that in any instance should any clause in this agreement conflict with Statutes or Labour Enactments now in existence or which may come into effect in the future, such Statute or Labour Enactment shall take precedence.

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ARTICLE 1 – PURPOSE

1:01 The parties to this agreement endeavour, through the establishment of the following terms and conditions of employment, to work harmoniously towards the betterment of education for students in the Saskatoon Public School Division.

In order to continue a positive relationship and maintain an understanding of each other's interests and concerns, the parties intend to meet periodically over the life of this agreement.

ARTICLE 2 – SCOPE

2:01 This agreement covers all individuals employed as Community School Coordinators by the Board of Education of the Saskatoon Public School Division No. 13.

2:02 Every employee who is now or becomes a member of the Association shall maintain his/her membership as a condition of employment and every new employee shall apply for and maintain membership in the Association.

2:03 The provision relative to deduction and payment of dues found in Section 32 of the Trade Union Act shall be considered part of this agreement. Deductions shall be at the rate communicated by an officer of the Association to the Payroll Supervisor.

ARTICLE 3 – MANAGEMENT RIGHTS

3:01 All matters not specifically referred to in this agreement are to be the sole right and function of the Board.

ARTICLE 4 – RECOGNITION OF EXPERIENCE

4:01 All employees covered by this agreement shall serve a probationary period of six (6) months from the time they assume a permanent, full-time position as a Community School Coordinator.

4:02 Employees will be eligible for an increment upon the completion of each full year of permanent employment. Employees working on a less than full-time basis will have such time prorated and recognized for increment credit.

4:03 Employees who have been continuously employed by the Board prior to assuming a Community School Coordinator position shall have such employment recognized as service with the Board for any benefits to which the employee may be entitled by virtue of service with the Board.

ARTICLE 5 – HOURS OF WORK

5:01 The basic work week shall be thirty-seven and one-half (37½) hours. However, due to the nature of work demands, some flexibility of hours is expected and required on both the employee’s and the employer’s part.

5:02 Community School Coordinators will work the teacher days as defined in the annual Saskatoon Public Schools calendar. With the exception noted below, they will no longer be deemed eligible for time-in-lieu as all time worked is deemed to be covered by their monthly salary.

However, discretionary days approved by the supervisor and mutually agreed with the employee, worked prior to the start of the school year or during designated breaks will be eligible for time-in-lieu or payment at the rate of time-and-one-half.

5:03 Tracking of flexible hours and time-in lieu identified in 5:01 and 5:02 will take place at the school level between the supervisor and the employee.

ARTICLE 6 – VACANT POSITIONS

6:01 Community School Coordinators are hired to the school division and will be deployed according to the needs of the school division.

6:02 Temporary employees may be employed:

- (a) for periods of six (6) months or less; and,
- (b) to replace employees on a Board-approved leave, on sick leave or long-term disability, or receiving Workers’ Compensation benefits.

Term extensions beyond six (6) months shall be by mutual agreement between the Board and the Association. Employees hired under (b) above, shall not be hired for a period longer than twenty-four (24) months.

Temporary employees shall be paid in accordance with Schedule A of the Collective Agreement.

ARTICLE 7 – PUBLIC HOLIDAYS

7:01 “Public Holidays” shall mean the following days:

- | | |
|------------------------------------|------------------|
| New Year’s Day | Saskatchewan Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday (Monday immediately) | Remembrance Day |
| Following Good Friday) | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

and all other holidays proclaimed by the federal, provincial or civic authorities.

7:02 Public holidays shall be observed without loss of pay.

ARTICLE 8 – COMPENSATION

9:01 Salary payable to Community School Coordinators will be in accordance with Schedule A attached. Employees will be eligible for annual increment increases upon completion of a successful performance appraisal until they reach the maximum level of the salary range.

9:02 Vacation pay in lieu of annual vacation will be paid in accordance with Schedule B attached.

ARTICLE 9 – SICK LEAVE

The employee shall be granted sick leave in accordance with the following conditions:

9:01 Sick leave credit shall be on the basis of two (2) days per month.

9:02 At December 31 each year, any unused portion of the annual sick leave credit shall be posted on the employee's accumulated sick leave credit to a maximum of 180 days. The Board shall keep a record of each employee's current and accumulated sick leave credit and the record shall be made available to the employee on request.

9:03 An employee on sick leave or receiving Workers' Compensation benefits shall not continue to accumulate sick leave credits beyond a period of absence of six (6) months.

9:04 A certificate signed by a duly qualified medical practitioner certifying illness or injury may be required prior to authorizing sick leave. The Board may, at its discretion, require a second medical statement provided that such a statement shall be obtained at Board expense.

ARTICLE 10 – PARENTAL LEAVE

10:01 Maternity and Adoption Leave

A female employee may apply for and be granted maternity or adoption leave in accordance with the provisions of this section. To be eligible for such leave, the applicant must have been employed by the Board for a period of at least twenty (20) weeks in the preceding fifty-two (52) weeks prior to the date of the commencement of the leave.

The commencement and termination dates for maternity leave which exceed the minimum level provided under the Labour Standards Act (1994) shall be determined through consultation between the employee and the appropriate Superintendent with the advice of the employee's physician.

Commencement and termination dates for adoption leave shall be determined through consultation between the employee and the appropriate Superintendent.

An employee to whom maternity leave has been granted shall give written notice to her Superintendent fourteen (14) days prior to the termination date that she is, in fact, returning on that date, or, alternatively, that she is applying for an extension of leave.

The length of maternity or adoption leave shall not exceed fourteen (14) months unless the Board grants an extension beyond this time.

The employee requesting maternity leave shall provide the Superintendent with a statement from her physician certifying that she is pregnant and specifying the estimated confinement date. Upon completion of the leave and prior to returning to work, the Superintendent shall be provided with a statement from the employee's physician certifying that she is able to return to full-time employment.

The employee requesting adoption leave shall give notice to the appropriate Superintendent of intention to adopt at, or prior to, the time the employee's application is accepted by the adoption agency.

During maternity or adoption leave, an employee shall not receive any salary, sickness allowance, or credit toward salary increments.

An employee on maternity or adoption leave shall return to the position previously held or a position as closely similar to it as possible.

10:02 Supplemental Employment Benefits (SEB) Plan

- (a) In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman may be medically unfit for duty as an employee due to pregnancy, delivery or post-delivery, such employee shall be eligible for SEB Plan benefits if she is:
 - i) on maternity leave;
 - ii) medically unfit for duty for health-related reasons due to pregnancy, delivery or post-delivery; and,
 - iii) in receipt of Employment Insurance benefits in serving the two-week waiting period.
- (b) Every employee who is eligible for SEB Plan benefits in accordance with 10:02 (a), shall be entitled to such benefits for a period of seventeen (17) weeks commencing the date of delivery, without being required to provide medical evidence.
- (c) A female employee shall apply to the Board for SEB Plan benefits, using forms established by the employer, no later than one hundred and twenty (120) calendar days following the birth of her child.

- (d) The amount of SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to 95% of her salary entitlement, subject to the usual deductions required.

10:03 Parental Leave

- (a) Upon request to the appropriate Superintendent, an employee shall be granted parental leave of one (1) day with pay for the purpose of either attending at the birth of the employee's child or assisting the employee's spouse and child on return home from the hospital.
- (b) The Board may grant additional leave with pay should circumstances warrant.
- (c) An employee:
 - i) who is currently employed and has been in the employment of the Board for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and,
 - ii) who makes written request to the appropriate Superintendent, will be eligible for parental leave without pay.
- (d) Employees who are eligible for maternity or adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.
- (e) Employees who are not eligible for maternity or adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.
- (f) Parental leave may only be taken during the twelve (12) weeks before the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be, or during the fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.

ARTICLE 11 – OTHER LEAVES

11:01 Compassionate Leave - may be granted by the appropriate Superintendent in accordance with the following:

- (a) In the event of the death or serious illness of a near relative (spouse, child, father, mother, sister, brother, in-laws) to a maximum of five (5) days.
- (b) When leave granted under 11:01 (a) requires the employee to attend outside the province, such leave shall include, as well, reasonable travel time but total leave shall not exceed seven (7) days.
- (c) In the event of the death or serious illness of a person other than those specified in (a) above, absence with pay shall be limited to one day.

- (d) Additional leaves may be granted under special circumstances requested through the Superintendent of Human Resources.

11:02 The employee shall be allowed leave without loss of salary in the event he/she is:

- (a) Subpoenaed to appear as a witness.
- (b) Summoned as a juror in a court case.
- (c) Required to appear as a plaintiff or as a defendant.

Any remuneration allowed by the court above actual expenses shall be paid to the Board up to the maximum of salary involved for the period of absence.

11:03 The employee shall be entitled to up to two (2) days of personal leave with pay per year provided that the employee used five (5) days or less of sick leave in the entire previous calendar year. The timing of the days off shall be mutually agreed between the employee and the supervisor. These days are not eligible for carryover from year to year.

11:04 The employee may be granted short-term leaves of absence for reasons other than as provided under Articles 11:01 to 11:03 inclusive upon application to the Superintendent of Human Resources.

ARTICLE 12 – WORKER’S COMPENSATION

12:01 Subject to the time limitations provided below, an employee who is receiving benefits from the Workers’ Compensation Board, as a result of an accident arising out of the performance of regular duties with the Board, shall be paid by the Board an amount which is equal to the difference between his regular salary and the amount he receives from the Workers’ Compensation Board.

Payments by the Board as provided above shall continue during the period of disability or for a period of twelve months, whichever is the shorter.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

13:01 The Board recognizes that ongoing professional development is an important element in addressing the employee’s development needs and in building organizational capacity. Professional development funds will be provided in accordance with budget priorities. These funds may be utilized for conferences, seminars, tuition assistance and other professional development opportunities approved by administration.

13:02 An amount of \$7,000 per school year will be set aside for the exclusive use of Community School Coordinators for the purposes set out in Section 13:01. Application for funds under this Article will be made to the Superintendent of Education with responsibility for Staff Development.

ARTICLE 14 – PENSION AND BENEFITS

- 14:01 The employee will be required to participate in the Pension Plan for Non-Teaching employees as provided by the Saskatoon Board of Education.
- 14:02 The employee will be entitled to the benefits provided by the Board of Education under Group Policy No. 6013 with The Co-operators, or any other plan that the Board of Education offers. These benefits may include, but are not limited to:
- (a) Long Term Disability
 - (b) Life Insurance
 - (c) Dental Insurance
 - (d) Accidental Death and Dismemberment
 - (e) Extended Health
 - (f) Dependent Life Insurance
 - (g) Vision Care

ARTICLE 15 – INSURANCE

- 15:01 Liability insurance shall be provided under the Board's General Liability Insurance Policy.
- 15:02 Travel Accident Insurance shall be provided by Board Policy for approved travel outside Saskatoon.

ARTICLE 16 – RETIREMENT ALLOWANCE

- 16:01 On retirement or termination of employment due to extended illness or disability, the employee shall be eligible for a retirement allowance as follows:
- (a) two (2) weeks' salary after completion of fifteen (15) years of service
 - (b) four (4) weeks' salary after completion of twenty (20) years of service
 - (c) six (6) weeks' salary after completion of twenty-five (25) years of service

The retirement allowance shall not be paid when employees are terminated for just cause or in the case of voluntary resignation.

ARTICLE 17 – TRAVEL EXPENSE REIMBURSEMENT AND PARKING

- 17:01 Travel expense reimbursement shall be provided in accordance with Board policy.
- 17:02 If available, off-street parking with electrical plug-ins shall be provided in accordance with Board Policy. The current annual cost is \$55.00 plus applicable taxes and is subject to change on an annual basis.

ARTICLE 18 – REDUNDANCY

- 18:01 If the employee's position is eliminated, a genuine effort will be made by the Director to assign the employee to appropriate employment in another capacity.
- 18:02 Should appropriate employment not be found, the employee shall be entitled to receive a lump sum payment equal to ten (10) days per year of service from the date of their most recent uninterrupted service with the Board. This payment will provide for a minimum of six (6) weeks and a maximum of fifty-two (52) weeks.

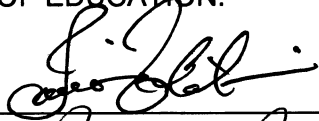
ARTICLE 19 – DURATION OF AGREEMENT

- 19:01 This Agreement shall be effective as of September 1, 2011 and shall expire on August 31, 2014.
- 19:02 This Agreement shall continue in effect until revised or amended. It shall be subject to review by either party giving notice not less than thirty (30) days nor more than (60) days prior to its expiry.

AGREED to this 9TH day of NOVEMBER, 2011.

SIGNED ON BEHALF OF:

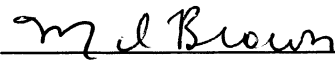
THE SASKATOON BOARD
OF EDUCATION:



Patricia Prouse

Melissa Soto

SASKATOON COMMUNITY
EDUCATORS ASSOCIATION:



Marnie Carlson
John Toit

Dea Brown

SCHEDULE "A"

Effective September 1, 2011

Community School Coordinator

Step	1	2	3	4	5
Monthly	\$4,572.40	\$4,858.30	\$5,145.50	\$5,428.60	\$5,713.30
Annual	\$45,724	\$48,583	\$51,455	\$54,286	\$57,133

Effective September 1, 2012

Community School Coordinator

Step	1	2	3	4	5
Monthly	\$4,709.60	\$5,004.00	\$5,299.90	\$5,591.50	\$5,884.70
Annual	\$47,096	\$50,040	\$52,999	\$55,915	\$58,847

Effective September 1, 2013

Community School Coordinator

Step	1	2	3	4	5
Monthly	\$4,803.80	\$5,104.10	\$5,405.90	\$5,703.30	\$6,002.40
Annual	\$48,038	\$51,041	\$54,059	\$57,033	\$60,024

SCHEDULE "B"

VACATION PAY

Community School Coordinators shall receive vacation pay in lieu of an annual vacation computed as follows:

- (a) Employees, after 1 year of service – $\frac{4}{52}$ of gross annual pay
- (b) Employees, after 8 years of service – $\frac{5}{52}$ of gross annual pay
- (c) Employees, after 16 years of service – $\frac{6}{52}$ of gross annual pay

LETTER OF UNDERSTANDING

**BETWEEN: SASKATOON BOARD OF EDUCATION
SCHOOL DIVISION NO. 13**

**AND: THE SASKATOON COMMUNITY EDUCATORS
ASSOCIATION**

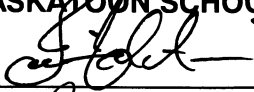
RE: SCHOOL COMMUNITY FACILITATOR

The position of School Community Facilitator at Tommy Douglas Collegiate will be subject to the terms and conditions of this Agreement for as long as the position is in place. It is understood that the Board reserves the right to determine the requirement for all positions within this jurisdiction.

SIGNED THIS 9TH DAY OF NOVEMBER, 2011.

ON BEHALF OF:

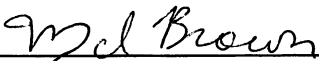
**THE BOARD OF EDUCATION OF THE
SASKATOON SCHOOL DIVISION NO. 13**



Patricia Prouse

Melissa Sotte

**THE SASKATOON COMMUNITY
EDUCATORS ASSOCIATION**



Marnie Carlson

J Ross Fair

Dea Brown
