

COLLECTIVE AGREEMENT

between

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

and

**The Saskatoon Community
Educators Association**

2021–2023



Saskatoon Public Schools
Inspiring Learning

THIS AGREEMENT MADE THIS 30th DAY OF MAY, 2022.

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 their 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. All increment increases shall be effective the first of the month following the month the individual becomes eligible for the increment increase.

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 – SENIORITY

5:01 Definition of Seniority

Seniority shall be defined as the length of continuous permanent employment within the bargaining unit and shall date from commencement of continuous permanent service.

An employee who had continuous service immediately prior to being hired on a permanent basis in the bargaining unit shall have their seniority made retroactive to such date of continuous service upon successfully completing the probationary period referred to in Article 4:01.

5:02 Loss of Seniority

- (a) Seniority rights and accrued seniority shall be forfeited in the event a lay-off extends beyond an eighteen (18) month period.
- (b) An employee who is granted leave of absence by the Board shall maintain seniority but seniority shall continue to accrue for a maximum of six (6) months only while the employee is on leave, except for employees on maternity leave, parental leave and adoption leave who shall continue to accrue seniority while on such leave.
- (c) An employee who is provided with a temporary position outside the scope of this agreement shall maintain seniority and seniority shall continue to accrue for six (6) months. It is agreed that this may be extended by mutual consent between the parties to this agreement and the individual employee.

5:03 Seniority List

The Board shall formulate an up to date seniority list of all employees in the bargaining unit as of December 31st of each year which shall provide the following information:

- (a) Name of employee
- (b) Date of commencement of employment
- (c) Total length of service
- (d) Location of employment

ARTICLE 6 – HOURS OF WORK

6:01 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.

6:02 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.

6:03 Tracking of flexible hours and time-in lieu identified in 6:01 and 6:02 will take place at the school level between the supervisor and the employee.

ARTICLE 7 – VACANT POSITIONS

7:01 Community School Coordinators are hired to the school division and will be deployed according to the needs of the school division.

7:02 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 8 – PUBLIC HOLIDAYS

8:01 “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 following Good Friday)	Remembrance Day
Christmas Day	Christmas Day
Victoria Day	Victoria Day
Boxing Day	Boxing Day

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

8:02 Public holidays shall be observed without loss of pay.

ARTICLE 9 – 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 10 – SICK LEAVE

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

- 10:01 Sick leave credit shall be on the basis of two (2) days per month.
- 10:02 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.
- 10:03 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.
- 10:04 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.
- 10:05 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer and shall not be chargeable to sick leave. The maximum number of days shall not exceed 20 days per school year.

ARTICLE 11 – PARENTAL LEAVE

11:01 Maternity Leave

- (a) An employee may apply for and be granted maternity 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.
- (b) The commencement and termination dates for maternity leave which exceed the minimum level provided under the Saskatchewan Employment Act (2014) shall be determined through consultation between the employee and the Superintendent of Human Resources with the advice of the employee's physician.
- (c) An employee to whom maternity leave has been granted shall give written notice to the Superintendent of Human Resources four (4) weeks prior to the termination date that the employee is, in fact, returning on that date, or, alternatively, that the employee is applying for an extension of leave.
- (d) The length of maternity leave shall not exceed eighteen (18) months unless the Board grants an extension beyond this time.
- (e) The employee requesting maternity leave shall provide the Superintendent of Human Resources with a statement from their physician certifying that they are pregnant and specifying the estimated confinement date.
- (f) During maternity leave, an employee shall not receive any salary, sickness allowance, or credit toward salary increments.
- (g) An employee on maternity leave shall return to the position previously held or a position as closely similar to it as possible.

11:02 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 one-week waiting period.
- (b) Every employee who is eligible for SEB Plan benefits in accordance with 11:02 (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) An 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 the 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 the employee's salary entitlement, subject to the usual deductions required.

11:03 Adoption Leave

- (a) An employee may apply for and be granted 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.
- (b) Commencement and termination dates for adoption leave shall be determined through consultation between the employee and the appropriate Superintendent.
- (c) The employee requesting adoption leave shall give notice to the Board of intention to adopt as soon as possible after the employee's application is accepted by the adoption agency.
- (d) An employee to whom adoption leave has been granted shall give written notice to the Superintendent of Human Resources four (4) weeks prior to the termination date that the employee is, in fact, returning on that date, or, alternatively, that the employee is applying for an extension of leave.
- (e) The length of adoption leave shall not exceed eighteen (18) months unless the Board grants an extension beyond this time.
- (f) During adoption leave, an employee shall not receive any salary, sickness allowance, or credit toward salary increments.
- (g) An employee on adoption leave shall return to the position previously held or a position as closely similar to it as possible.

11:04 Parental Leave

- (a) Upon request to the Superintendent of Human Resources, an employee shall be granted parental leave of two (2) days 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) To be eligible for parental 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.
- (d) The employee requesting parental leave shall make written application at least four (4) weeks in advance of the date on which they wish to begin their leave. Commencement and termination dates for parental leave shall be determined through consultation between the employee and the Superintendent of Human Resources.
- (e) The length of parental leave shall not exceed sixty-one (61) consecutive weeks unless the Board grants an extension beyond this time.
- (f) During parental leave, an employee shall not receive any salary, sickness allowance, or credit toward salary increments.
- (g) An employee on parental leave shall return to the position previously held or a position as closely similar to it as possible.

ARTICLE 12 – OTHER LEAVES

12:01 Compassionate Leave may be granted by the principal in accordance with the following:

- (a) In the event of the death or serious illness of a near relative (spouse, child, father, mother, legal guardian, sister, brother, in-laws, grandchild, grandparent) to a maximum of five (5) days.
- (b) When leave granted under 12:01 (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.

12:02 The employee shall be allowed leave without loss of salary in the event they are:

- (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.

- 12:03 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.
- 12:04 A short-term leave of absence without loss of salary for up to, but not exceeding, one (1) day may be granted by the Superintendent of Human Resources for absence due to unavoidable circumstances such as inclement weather, impassable roads, or other transportation failures and acts of God. The maximum number of days granted for this leave is two (2) days per calendar year.
- 12:05 Employees shall receive one (1) day's leave of absence with pay to attend Canadian citizenship ceremonies involving the employee or their immediate family.
- 12:06 A permanent employee shall receive a leave of absence without pay for religious observances of the employee's own faith.
- 12:07 Negotiation Leave:
An employee certified as a representative of the Saskatoon Community Educators Association, shall suffer no loss in salary for time absent from duties for the purpose of:
- (a) Participation in negotiations with the Board or its representatives. The number of employee representatives shall not exceed four (4).
 - (b) Participation in grievance, conciliation or arbitration proceedings on matters arising from this Agreement. Payment for attendance at arbitration hearings shall be limited to three (3) employees (excluding witnesses).
- 12:08 The employee may be granted short-term leaves of absence for reasons other than as provided under Articles 12:01 to 12:05 inclusive upon application to the Superintendent of Human Resources.

ARTICLE 13 – WORKER'S COMPENSATION

- 13:01 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 they receive 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 14 – PROFESSIONAL DEVELOPMENT

- 14:01 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.

- 14:02 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 14:01. Application for funds under this Article will be made to the Superintendent of Education with responsibility for Staff Development.

ARTICLE 15 – PENSION AND BENEFITS

- 15:01 The employee will be required to participate in the Pension Plan for Non-Teaching employees as provided by the Saskatoon Board of Education.
- 15:02 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 16 – INSURANCE

- 16:01 Liability insurance shall be provided under the Board's General Liability Insurance Policy.
- 16:02 Travel Accident Insurance shall be provided by Board Policy for approved travel outside Saskatoon.

ARTICLE 17 – RETIREMENT ALLOWANCE

- 17:01 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 18 – TRAVEL AND VEHICLE ALLOWANCE

- 18:01 Travel expense reimbursement shall be provided in accordance with Board policy.
- 18:02 Employees authorized to receive travel allowance shall submit in-city travel expense claims monthly.
- 18:03 Effective the month following ratification, employees who are required to regularly transport students, equipment or goods, using their personal vehicles, shall receive a vehicle allowance of one hundred and twenty-five dollars (\$125) per month. The definition of regular transportation would be eight (8) round trips or more per month.

ARTICLE 19 – PARKING FEES

- 19:01 If available, off-street parking with electrical plug-ins shall be provided in accordance with Board policy. The current annual cost is fifty-five (\$55) dollars plus applicable taxes and is subject to change on an annual basis.

ARTICLE 20 – REDUNDANCY

- 20:01 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.
- 20:02 Should appropriate employment not be found, the employee shall be entitled to receive a lump sum payment equal to two (2) weeks per year of service from the date of their most recent uninterrupted service with the Board. The payment will provide for a minimum eight (8) weeks and a maximum of fifty-two (52) weeks.

ARTICLE 21 – GRIEVANCES

- 21:01 A grievance shall be defined as any complaint, dispute or disagreement between the Board and the Association or any member(s) of the Association regarding the interpretation, application or alleged violation of this agreement, or any other dispute relative to working conditions. Prior to formally submitting grievances, employees are encouraged to first discuss their concern with their principal/immediate supervisor.
- 21:02 The Association or the employees concerned may take up the grievance with the Superintendent of Human Resources. The grievance shall not be considered unless it is presented to the Superintendent of Human Resources, in writing, within thirty (30) calendar days from the day the employee becomes aware of the grievance but not more than ninety (90) calendar days after the grievance occurred. The Superintendent of Human Resources shall render a decision in writing, within ten (10) working days of receipt of the grievance.
- 21:03 Failing a satisfactory settlement being reached, the Association may refer the difference or dispute to a Board of Arbitration within ten (10) working days subsequent to receipt of the decision of the Superintendent of Human Resources.

ARTICLE 22 – ARBITRATION

- 22:01 (a) Any grievance not settled by the grievance procedure established in Article 20 may be referred to a Board of Arbitration consisting of one member appointed by the Board, one member appointed by the Association, and a third to be mutually agreed upon by the other two, who shall act as the chairperson.
- (b) If the Board and the Association mutually agree, the Board of Arbitration may be comprised of a single arbitrator with the same jurisdiction and authority.

22:02 If agreement cannot be reached within ten (10) working days in respect to the appointment of the third member of the Board of Arbitration, the matter shall be referred to the Minister of Labour Relations and Workplace Safety.

22:03 The decision of the Board of Arbitration shall be the decision of the majority of the members of the Board of Arbitration, or where there is no majority decision, the decision shall be the decision of the chairperson of the Board of Arbitration.

The decision of the Board of Arbitration shall be final and binding on all parties. It is agreed that there should be no work interruption as a result of the grievance.

22:04 It is understood and agreed that in the absence of any specific provision to the contrary contained in this Agreement, the members of any arbitration board established under this Agreement shall in making their decision give effective recognition to what is just and reasonable and fully considerate of the rights and interests of the employee or employees concerned. Notwithstanding the above, the Board of Arbitration shall not have the power to change this agreement nor to alter, modify or amend any of its provisions.

22:05 The time limits fixed on both the grievance and arbitration procedures may be extended by mutual consent of the parties.

22:06 Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints.
- (b) one-half of the fees and expenses of the chairperson.

22:07 The parties will make every effort to adhere to the time limits as prescribed, however, no grievance shall be set aside due to either party unavoidably or unintentionally extending the time limits.

ARTICLE 23 – DURATION OF AGREEMENT

- 23:01 This Agreement shall be effective as of September 1, 2021 and shall expire on August 31, 2023.
- 23:02 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.

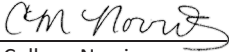
AGREED to this 30th DAY OF MAY, 2022

SIGNED ON BEHALF OF:

**SASKATOON COMMUNITY
EDUCATORS ASSOCIATION**



Renee LaPlante



Colleen Norris



Heather Saunders

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



Anne MacLellan



Melinda Brown



Shannon Peters



Destiny Truitt

SCHEDULE "A"

EFFECTIVE SEPTEMBER 1, 2021 Community School Coordinator

STEP	1	2	3	4	5
Monthly	\$5,370.80	\$5,706.55	\$6,043.97	\$6,376.47	\$6,710.87
Annual	\$53,708.05	\$57,065.48	\$60,439.68	\$63,764.75	\$67,108.71

EFFECTIVE SEPTEMBER 1, 2022 Community School Coordinator

STEP	1	2	3	4	5
Monthly	\$5,478.22	\$5,820.68	\$6,164.85	\$6,504.00	\$6,845.09
Annual	\$54,782.21	\$58,206.79	\$61,648.48	\$65,040.04	\$68,450.88

EFFECTIVE SEPTEMBER 1, 2023 Community School Coordinator

STEP	1	2	3	4	5
Monthly	\$5,587.79	\$5,937.09	\$6,288.14	\$6,634.08	\$6,981.99
Annual	\$55,877.85	\$59,370.93	\$62,881.44	\$66,340.85	\$69,819.90

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 – 4/52 of gross annual pay
- (b) Employees, after 7 years of service – 5/52 of gross annual pay
- (c) Employees, after 15 years of service – 6/52 of gross annual pay

