



CONDITIONS

OF EMPLOYMENT

FOR OUT OF SCOPE STAFF

Effective: September 1, 2020

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This agreement is a general guide to the school division's procedures, policies and benefits: it does not constitute an employment agreement, nor does it confer any special rights or guarantee continued employment. Prairie South Schools can make changes to this agreement at any time.

The following positions are to be covered by this agreement:

- Any position as designated by the Prairie South School Division which is not currently covered under a Certification Order as issued by the Saskatchewan Labour Relations Board
- Positions currently not represented by CUPE or STF

Section 1: Probation

- 1.1 Probation is a trial period during which the employer will assess and evaluate the employee to determine if he or she is suitable for long term employment.
- 1.2 Employees shall be on probation for the first 120 working days of employment in the position. The employer may terminate the employee for general unsuitability. Working notice or pay in lieu of notice will be in accordance with S.2-60 of *The Saskatchewan Employment Act*.
- 1.3 During the period the employee is on probation, he/she shall be entitled to all the rights and privileges conferred by these Conditions of Employment.
- 1.4 The Employer may extend the probation period of an employee for a further period of up to 60 working days but such probationary period shall not exceed 180 days in total.

Section 2: Hours of Work & Flexible Working Arrangements

- 2.1 The hours of work for each employee, including start and stop time and any entitled meal breaks, shall be determined by the immediate supervisor and communicated to the employee.
- 2.2 Any pre-approved time worked in excess of eight hours per day (40 hours per week) by any employee shall be considered to be overtime and employees shall be paid 1.5 times their regular rate of pay for that time.

2.3 No employee shall work in excess of his or her regularly scheduled hours of work or overtime or work on a public holiday, unless expressly authorized to do so by his or her immediate supervisor.

2.4 Flexible Work Arrangements

The school division recognizes both the need to maximize productivity and operating efficiency while recognizing the needs of employees for flexibility in their work schedules. An employee may be granted flexible hours provided that such arrangements:

- are consistent with the administration or operational requirements of the area in which the employee works;
- results in no increased cost to the division; and
- are mutually agreed to by the employee and their supervisor.

2.5 Flexible Work Arrangements – Irregular Accumulations

All employees will have the option of banking 30 minutes each day. All such arrangements must be approved by the employee's supervisor. Flex time is intended as an hour-for-hour arrangement. Extra time worked will be banked for use by the employee. Employees may carry over from month to month a maximum of 40 hours of extra time worked. Should an employee resign and/or retire they shall be paid out any extra work time hours not taken. In these circumstances section 2.2 will not apply.

2.6 Flexible Work Schedule – Regular Accumulations

All employees may request a maximum of 30 minutes flexibility from their standard daily work schedule. Such flexibility shall be based on start and end times as well as the lunch break.

For example: an employee may request the flexibility to reduce their lunch break from 60 minutes to 30 minute lunch break. This would result in 2.5 extra hours per week or roughly 10 hours per month. Given the 40 hour maximum accumulation this employee would be required to take at least one day off per month.

Section 3: Job Duties

3.1 The duties of an employee are those prescribed by the supervising superintendent or manager, from time to time, for the position for which the employee is employed and the employee agrees that the supervising superintendent or manager may reassign duties from time to time if the superintendent/manager considers it to be advisable.

3.2 Job descriptions will be the basis for prescribed duties.

Section 4: Annual Vacation

- 4.1 Every employee: during each of the first 5 years of service with the Employer, shall earn three weeks annual vacation with pay computed at the rate of 3/52 of the employee's current rate of pay; after 5 years of service, four weeks annual vacation with pay computed at the rate of 4/52 of the employee's current rate of pay; after 15 years of service, five weeks annual vacation with pay at the rate of 5/52 of the employee's current rate of pay; after 20 years of service, six weeks annual vacation with pay at the rate of 6/52 of the employee's current rate of pay.
- 4.2 Employees may carry over a maximum accumulation of 5 days vacation per year at the end of the fiscal year, August 31st. Under exceptional circumstances, employees may carry-over additional days with the approval of the Superintendent of Human Resources or designate.
- 4.3 A permanent employee voluntarily leaving service at any time in the year before he/she has used his/her accrued vacation credits shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 4.4 In the event of termination of employment prior to the end of a school year, when the employee has had some portion of the employee's annual vacation, the employee agrees to repay to the Employer the amount by which the utilized portion of paid vacation exceeds that portion which the employee's employment in the contract year bears to the entire contract year.
- 4.5 Vacation days shall be taken at times as arranged with the employee's immediate supervisor.

Section 5: Public Holidays & Hours of Work During School Breaks

- 5.1 Employees shall have the following public holidays off with pay at the employee's regular rate of pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving
Remembrance Day	Christmas Day	Boxing Day

and any other public holiday within the meaning of *The Saskatchewan Employment Act*. When a public holiday falls on an employee's day or days of rest, the employee shall be granted an additional day off, with pay, as determined by mutual agreement. When a

public holiday falls on Saturday, Friday will be the day off. When a public holiday falls on Sunday, Monday will be the day off.

5.2 Hours of Work During School Breaks

Hours of work during school breaks are a departure from the regular daily work start and stop times. For example: during these school break periods employees may start work at 7:30 and end work at 4:00 with a 1 hour lunch break. The minimum lunch break is 30 minutes. Working school break hours is voluntary. Note: During the summer school break the option will be to start the first working day following July 1 and end the Friday prior to one full week before teachers return to work.

Section 6: Leaves of Absence

All requests for leave shall be submitted through the leave management system.

6.1 Sick Leave

- a) "Sickness" means any illness or injury of the employee that prevents the employee from working and, in respect of which, no other compensation is payable pursuant to any law of Saskatchewan (you will not lose sick time if on WCB).
- b) Subject to 6.1 c, every employee shall be entitled to his or her salary during periods of sickness. The Employer may require the employee to furnish a medical certificate by a duly qualified medical practitioner, by giving the employee notice of such requirement within 30 days from the first day's absence on account of such sickness. The Employer has the right to require a second medical opinion by a physician of the Employer's choice. Such a request would be at the expense of the Employer.
- c) Sick leave shall be earned at a rate of 1.67 days for every month in which there is a pay period for the employee. The unused portion shall accumulate to a maximum of one hundred and eighty (180) days. This benefit shall be prorated for less than full time employees.
- d) Part time employees will have their sick leave entitlement pro-rated.
- e) Accumulated sick leave will be recorded on the employees' pay statement.

6.2 Medical/Dental Leave

It is expected that employees will schedule medical, dental, and optical appointments outside the workday. An employee who is unable to schedule an appointment outside the workday shall be granted leave with pay to attend the appointment and such leave shall be deducted from the employee's sick leave entitlement.

6.3 Parenting/Caregiver Leave

Employees shall be entitled to use up to three (3) sick days in a fiscal year (September 1 to August 31) from their sick leave credits to accompany a spouse, child or parent who is unable because of age or medical condition to attend medical appointments alone, provided such appointments cannot be scheduled during non-working hours; and in the event that no one other than the employee can provide for the needs of a spouse, child or parent during an illness.

6.4 Maternity/Parental/Adoption Leave

Employees are entitled to maternity leave, parental leave, and adoption leave in accordance with *The Saskatchewan Employment Act*.

6.5 Compassionate Care & Bereavement Leave

For the purpose of this agreement:

- Immediate family is defined as your spouse or partner of either sex, child, father, mother, brother, sister, grandparent, or grandchild of an employee or of an employee's partner. It also includes the partner of an employee's child, grandchild, brother, or sister.
- Partner is defined as the individual whom you have been living with for at least three (3) months.

a) In the Event of Death (Bereavement Leave)

An employee shall be granted leave with pay for a period not to exceed five (5) working days in the event of a death of a member of an employee's immediate family or the immediate family of an employee's partner.

The Superintendent of Human Resources, on behalf of the Employer, may grant compassionate leave in excess of five (5) days with or without pay.

The Superintendent of Human Resources, on behalf of the Employer, may grant compassionate leave in instances other than the immediate family.

b) Pallbearer/Eulogist Leave

Up to one (1) full day with pay shall be granted without loss of salary to act in an official capacity at a funeral. Official capacity would include being a pallbearer or eulogist.

c) In the Event of Serious Illness (Compassionate Care Leave)

In the event of serious illness/injury within an employee's immediate family, the employee shall be granted compassionate leave with pay, to a maximum of five (5) working days in a school year.

The Superintendent of Human Resources, on behalf of the Employer, may grant compassionate leave in excess of five (5) days.

d) Family Responsibilities

An employee may be granted leave without pay to deal with family responsibilities. The length of time shall be mutually agreed upon between the employee and the Superintendent of Human Resources.

6.6 Leave for Jury Duty and Witness Leave

When an employee is subpoenaed for jury duty or as a court witness, the Employer shall pay such an employee the difference between the court witness reimbursement and the pay which would have been received by the employee for that period, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

6.7 Pressing Leave

- a) Based on need, permanent employees who have completed their probationary period shall be granted days not to exceed three (3) days with pay within any one (1) school year to attend to:
- i. pressing matters;
 - ii. significant family events; or
 - iii. emergency situations that are not covered elsewhere such as compassionate leave (i.e. not a disaster, fire, flood, snowstorm).
- b) Pressing leave may be private and confidential. In consideration of privacy, these days may be accessed in the following manner:
- i. employee requests may be made to the supervisor who may confirm the leave or consult with the Superintendent of Human Resources; or
 - ii. in extenuating circumstances, an employee request can be made directly to the Superintendent of Human Resources, after first notifying the supervisor that the request has been made.
- c) In the event an employee does not wish to provide a reason for pressing leave, one (1) day may be taken without pay.

6.8 Convocation Leave

An employee shall be granted leave with pay for one (1) day per occasion:

- a) to attend the high school graduation of partner or child.
- b) to attend the post-secondary convocation, graduation, or awarding of completion certificate of self, partner, child, or parent from a post-secondary institution.
- c) for defense of their thesis or dissertation.

6.9 Other Leave

Upon written request to the employee's supervisor, employees may receive leave with pay for up to (four) 4 days per fiscal year (September 1 to August 31) for the following reasons:

- a) Hazardous/Acts of God Leave: absences from work for events considered as Acts of God including disaster, fire, flood, snowstorm
- b) Competition Leave: is defined as the employee having earned the right to compete at a provincial, national, or international championship event. This does not apply to coaching duties or other non-competitor support roles
- c) Community Service Leave: applicable to employees who hold a key executive position for the purpose of attending an official community service organization meeting during the workday of the employee. A service club is defined as a voluntary non-profit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations.

Longer leaves with or without pay in exceptional circumstances may be granted by the Superintendent of Human Resources.

Section 8: Special Clothing Allowance

- 8.1 The Employer will furnish, without charge, such clothing as may be required by the Employer in order for the employee to perform his/her duties.
- 8.2 Upon prior approval and with proof of receipt, maintenance staff required to wear protective footwear will be reimbursed up to a maximum of two hundred (\$200.00) every other school year for the cost of CSA approved footwear.

Section 9: Core Benefits

Health benefits will commence upon the successful completion of the probationary period. All permanent out of scope employees who work for a minimum of 15 hours per week or a minimum of 780 hours per year are covered on the first day of the month coincident with or next following 30 days of continuous service.

The employee pays 100% of the premiums for:
Long Term Disability (LTD)
Employee and Family Assistance Program (EFAP)

The employer pays 100% of the premiums for:
Group Life
Group Accidental Death and Dismemberment (AD&D)
Extended Health, Vision, Dental

Section 10: Employees' Pension Plan

Employees that are required by law to participate in and make contributions to the Municipal Employees' Pension Plan will have their contributions matched by the employer. Information concerning this plan is available from the Payroll Department at Division Office or the Saskatchewan Municipal Employees' Pension Plan.

Section 11: Professional Development

The Employer understands the value of continued learning. Tuition for courses which apply to your position and that are authorized by your supervisor and the Superintendent of Human Resources or designate will be paid for by the Employer.

11.1 Compulsory Training

Employees who are required to attend such courses or training shall suffer no loss of wages.

11.2 Tuition Reimbursement

Upon prior approval, an employee who is upgrading their qualifications shall be reimbursed for tuition and books to a maximum of \$700 per course. There is a limit of 4 courses per school year that can be paid for (subject to available budget). Such reimbursement shall be paid at the time of registration or anytime thereafter following submission to Human Resources of valid original receipts.

A course is defined as a program of study or training to improve current, new or future assignments and can be up to three (3) credit hours. This includes community college classes or other short courses for which an academic credit is received.

An employee receiving tuition reimbursement shall submit evidence of successful completion of the course within sixty (60) days of the end of the course. If such evidence is not received by the Superintendent of Human Resources, the employee shall repay the amount received previously through a deduction from their regular salary.

11.3 Professional Association Membership Fees

The membership fees for staff members to professional associations may be paid for by the employer subject to the following:

Mandatory Membership

- Memberships in a professional association shall be paid for if it is a requirement of the position as documented in the job description
- Membership reimbursement must be approved by the employee's supervisor.

Optional Memberships

- Memberships in a professional association may be paid for at the sole discretion of the employee's supervisor
- Factors for approval may include such things as the development of a specific employee, leadership opportunities, or a reduction in conference fees.

Payment of Memberships

- Payment may be made directly to the organization or upon submission of an official billing.

Section 12: Supervision & Evaluation

The Employer views supervision and evaluation as a growth and experience building process. Supervision and evaluation shall be conducted according to approved guidelines and procedure as developed by Human Resources.

Section 13: Part-Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment and prerequisites specified in these Conditions of Employment on a pro-rated basis according to their hours of work.

Section 14: Payment of Wages

The Employer shall pay the employee's salary in 24 equal instalments payable on the 15th day and second last working day of the month.

Section 15: Expenses

- 15.1 Expenses incurred on Employer approved business for mileage, meals, and accommodation will be reimbursed at current Employer approved rates. Receipts shall be required for accommodations.
- 15.2 The employer agrees to provide journeypersons and apprentices who are required to use their own tools to carry out the majority of their duties, with a \$240 per year tool allowance to be included in the employee's first pay in September of each year. This allowance will not apply to journeypersons and apprentices who are not required to use their own tools to carry out the majority of their duties.

Section 16: Maternity SEB Plan Benefit

- 16.1 In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman will be medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery, such employee shall be eligible for Supplemental Employment Benefits (SEB).

16.2 Entitlement

16.2.1 An employee is eligible for SEB Plan benefits if she is:

- a) medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery or post-delivery;
- b) in receipt of Employment Insurance benefits or in the period between the date of birth and the conclusion of the two-week waiting period; and
- c) on maternity leave.

Notwithstanding Clause 16.2.1 c), if an employee is medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post-delivery at the expiration of her maternity leave, she is deemed, for the purposes of this Article only, to be on maternity leave until the earliest of her recovery, the expiration of her Employment Insurance benefits and her having received maximum SEB Plan benefits in accordance with this Article.

16.2.2 Every employee who is eligible for SEB Plan benefits in accordance with Clause 16.2.1 is entitled to such benefits for a presumptive period of twelve weeks commencing the date of delivery without being required to provide medical evidence.

16.2.3 Every employee who is eligible for SEB Plan and who is medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post-

delivery prior to or following the presumptive period is entitled to benefits upon submission of medical evidence to the Employer. The period of claim shall include all periods of time during which the employee meets the criteria of the SEB plan.

16.3 Maximum Eligible Period

The maximum time to be used in determination of benefit periods is a total of 17 weeks.

Section 17: Early Notice of Retirement

Permanent employees, with the exception of those with personal services contracts, who are a minimum of 50 years old with 10 years of pensionable service with Prairie South School Division and the Municipal Employees Pension Plan (MEPP) shall be eligible to receive 10% of annual salary to a maximum of \$6000.00 for providing a six month early notification of retirement.

The incentive shall be pro-rated to the percentage of full-time equivalency (base rate and kilometers for bus drivers) at the time of application and is subject to the following conditions:

- submit proof of retirement form from MEPP to Human Resources

Employee may choose the option to receive a cash payment (taxable) or transfer to RRSP or annuity plan (tax deferred), if applicable.

For example: A 60 year old employee with 12 years of Prairie South School Division and MEPP service provides six months notice receives 10% of annual salary to a maximum of \$6,000.

Section 18: Supplementation of Workers' Compensation Benefits

- a) The Employer agrees that whenever a permanent or temporary employee, who has passed probation, is injured during the course of their duties, they shall, for the period during which they receive compensation under *The Workers' Compensation Act*, be entitled to receive their regular gross payment of wages on the regular pay days for a period of time up to one (1) full year for permanent employees and until the end date on the letter of offer for temporary employees. If there is no end date on the letter of offer, the temporary employee shall receive gross payment on the regular wages for a period of time up to the employee they are replacing returns or one (1) full year, whichever comes earlier. The employee shall assign to the Employer all compensation cheques issued to them by the Workers' Compensation Board in respect to the compensable period.

- b) The Employer will not pay an employee for compensation for an injury as determined by the Workers' Compensation Board occurring in an accident outside of the employ of the Employer. This article shall be deemed not to apply to employees who have been approved for and are in receipt of benefits from the Long Term Disability Benefit Program.
- c) Any employee who is injured during the performance of their duties shall report the accident and injury in accordance with the procedures as set out by the Employer.
- d) Employees in receipt of Workers' Compensation Benefits for a period of six (6) months or longer shall no longer accrue paid vacation hours or receive vacation pay unless otherwise paid for by Workers Compensation Benefits.
- e) Employees in receipt of Workers' Compensation Benefits for a period of six (6) months or longer shall be responsible for the Employer and employee portions of the health benefit premiums if they choose to remain on the plan unless otherwise paid for by Workers Compensation Benefits.
- f) It shall be the responsibility of the employee while receiving Workers' Compensation Benefits to maintain contact with the Human Resources Department to provide further information as may be required from time to time and participate in any return to work programs recommended jointly by the Workers' Compensation Board and the Employer.
- g) If the claim is not accepted by the Workers' Compensation Board, the time off taken by the employee will be deducted from available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made.
- h) Payment
 - i) Pursuant to the availability of an employee's sick leave credits as outlined in iii), from and including the date of injury to not more than one (1) year from the date of injury, the employee shall receive their normal earnings from the Workers' Compensation Board. This payment shall be paid directly to the Employer on behalf of the employee.
 - ii) The difference between the employee's normal earnings and benefits payable by Workers' Compensation Board up to and including six (6) months will have no negative impact against the employee's available sick leave credits.
 - iii) After six (6) months, the difference between the employee's normal earnings and benefits payable by Workers' Compensation Board will be charged against the employee's available sick leave credits. Employees who have exhausted their sick leave credits may, upon written request to the Manager of Human Resources, use earned vacation leave credits

or time-in-lieu to extend the continued payment of normal earnings to a maximum one (1) year from the date of injury.

- iv) For the purposes of this article, a part-time employee's normal earnings shall be based on the employee's full-time equivalency (FTE) at the time of injury.
- v) Employees who have no available credits to utilize in accordance with iii) shall receive payments only as provided directly by the Workers' Compensation Board to the employee.
- vi) For the period beyond one (1) year after the date of injury, the employee will receive payments only as provided directly by the Workers' Compensation Board to the employee.

i) Casual Employees

In respect of injury, or illness incurred in the performance of their duties, a casual employee shall be subject to the provisions of *The Workers' Compensation Act, 1979* and the employee shall receive payments only as provided directly by the Workers' Compensation Board to the employee.

Appendix – Classification Chart

Department	Position	Full time hours per day	Days per year including stats
Administrative Support	Administrative Assistant (Reception)	7.5	260
Administrative Support	Business Assistant	7.5	260
Administrative Support	Executive Assistant	7.5	260
Administrative Support	Facilities Assistant	7.5	260
Administrative Support	Administrative Support Coordinator/SIS Supervisor	7.5	260
Business	Accountant	8	260
Business	Accounting Technician	7.5	260
Facilities	Auditorium Manager	780 hours annually	
Facilities	Facilities Maintenance Worker	8	260
Facilities	Facilities Supervisor	8	260
Human Resources	HR Officer	7.5	260
Human Resources	Payroll Officer	7.5	260
Information Technology	Computer Technician	8	260
Information Technology	Database Administrator	8	260
Information Technology	Network Administrator	8	260
Information Technology	Network Analyst	8	260
Learning	Consultant		School Days
Learning	Speech Language Pathologist		School Days
School	Licensed Practical Nurse	6	Student Days
Transportation	Bus Driver		Student Days plus 1
Transportation	Driver Safety Relations Officer	8	260
Transportation	Mechanic (Journeyman)	8	260
Transportation	Mechanic Helper	8	260
Transportation	Routing Support Officer	8	260
Transportation	Shop Foreman	8	260

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