



CONDITIONS

OF EMPLOYMENT

FOR OUT OF SCOPE STAFF

Effective: September 1, 2017

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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 A five day, 37.5 hour work week shall constitute full time employment for Administrative Assistant, Senior Administrative Assistant, HR Assistant, Accounting Technician, Executive Assistant, Executive Assistant to the Director, Human Resource Officer, and Payroll Officer.

A five day 40 hour work week shall constitute full time employment for Accountant, Mechanic Helper, Certified Mechanic, Journeyman Mechanic, Shop Foreman, Assistant Transportation Manager, Computer Technician, Network Administrator, Database Administrator, Facilities Maintenance Worker, Facilities Supervisor and Assistant Facilities Manager.

The Occupational Therapist, Student and Family Counsellor and Speech Language Pathologist hours of work will be assigned by the Superintendent of Learning. Presently all of these occupations work 197 days per academic year.

The Auditorium Manager has a yearly salary.

Bus Drivers are 10 month employees.

- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.

- 2.6 Flexible Work Arrangements – Irregular Accumulations

All employees will have the option of banking a minimum of 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.

2.7 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 Manager 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: Sick Leave

- 6.1 "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).
- 6.2 Subject to 6.3, 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.

- 6.3 After one month of service during probation, the employee shall be entitled to one day of sick leave per month for the rest of the probationary period. After the probationary period has expired and the employee has been placed on permanent staff, he/she shall be entitled to 20 sick leave days per year calculated on and from the date that the employee commenced employment accumulated at a rate of 1.67 days per month. Unexpended sick leave shall be credited to the employee for a possible future sickness and shall accumulate up to a maximum of one hundred and eighty days.

Part time employees will have their sick leave entitlement pro-rated.

- 6.4 Accumulated sick leave will be recorded monthly on the employees' pay statement.
- 6.5 It is expected that employees will schedule medical, dental, and optical appointments outside the work day. An employee who is unable to schedule an appointment outside the work day shall be granted leave with pay to attend the appointment and such leave shall be deducted from the employee's sick leave entitlement.

Employees shall be entitled to use up to 1 sick day in a fiscal year 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.

Section 7: Leaves of Absence

7.1 Maternity/Parental/Adoption Leave

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

7.2 Compassionate Leave

Definition: 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

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

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

Up to a 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.

All requests for leave shall be submitted electronically or in writing using the appropriate form as prescribed by the Manager of Human Resources.

b) In The Event of Serious Illness

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

c) 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 Manager of Human Resources.

7.3 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.

7.4 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 Manager of Human Resources; or
 - ii. in extenuating circumstances, an employee request can be made directly to the Manager 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.

7.5 Other Leave

Upon written request to the employee's supervisor, employees may receive leave with pay for up to 4 days per fiscal year for the following reasons:

- a) Hazardous/Acts of God Leave: absences from work for events considered as Acts of God including disaster, fire, flood, snow storm
- 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 work day 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 Manager of Human Resources.

7.6 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.

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 one hundred and fifty dollars (\$150.00) 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 Manager 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 Manager 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 \$200 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, benefits for this period will be paid under the provisions of a "Supplemental Employment Benefits Plan" (SEB Plan) based on Article 8.1 of the Provincial Teachers Collective Bargaining Agreement.
- 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.

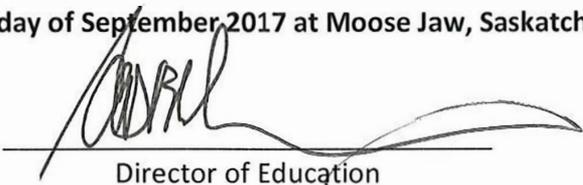
The incentive shall be pro-rated to the percentage of full time equivalency (base rate and kilometers for bus drivers) at the time of application and is subject to the following conditions:

- 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.

Dated this 1st day of September 2017 at Moose Jaw, Saskatchewan.



Director of Education