

NORTHERN LIGHTS SCHOOL DIVISION No. 113



Terms and Conditions of Employment

For Non-Teaching Staff

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Terms and Conditions of Employment

For Non-Teaching Staff

These Terms and Conditions of Employment apply to all non-teaching staff (Central/Sub-Office & School based).

Central/Sub Office

Entry Level – Accounts Payable Clerk 1, Accounts Payable File Clerk 1, Caretaker, Equipment Operator, Human Resource Admin, Human Resource Assistant, Payroll Clerk I, Local Maintenance Worker, Receptionist, Warehouse Stores person

Middle Level – Accountant (KFN), Accounts Payable Clerk 2, Administrative Assistant, Area Maintenance Worker, Executive Assistant, Communications Officer, Computer Technician, Data Processing Clerk, Executive Secretary, Facilities Clerk 2, Housing Administrative Assistant, Human Resource Officer, Payroll Clerk 2, Payroll Clerk 3, Room and Board Worker, Tradespeople

Supervisory – Computer Systems Administrator, Maintenance Coordinator, Payroll Supervisor

School Based Employees

Entry Level – Caretaker, Community School Coordinator, Community School Worker (Elder, Nutrition Worker), Library Clerk, Recreation Coordinator, School Administrative Assistant, School Secretary, Student Support Worker, Social Worker, Teaching Assistant, Tutor

1. APPOINTMENTS TO STAFF

- 1.1 Appointments to staff shall be made on the basis of qualifications, ability, and in accordance with Employment Equity.
- 1.2 On appointment to staff, the employee shall submit written evidence from previous employers of experience to their immediate supervisor within three (3) months of his/her start date. Directly related experience may receive 1:1 increments; indirectly related experience may receive 2:1 increments. Under no circumstances will retroactive adjustments be made after four (4) months from the original date of hire. Supervisors must recommend past experience increments to the Superintendent of Human Resources for consideration.
- 1.3 An employee of the Board of Education who resigns his/her position and is re-hired within one year will have his/her SSBA benefits reinstated.

2. ACTING INCUMBENCY (Temporary Pay for Higher duty)

- 2.1 Temporary pay for higher duty will only be provided in extenuating circumstances when a position has been vacated temporarily or permanently for a definite time period. Under no circumstances will this clause be used for employees who replace one another during vacation.
- 2.2 Prior to being eligible for acting pay upon completion of five (5) consecutive workdays in an acting capacity, the supervisor must present the request to the Superintendent of Human Resources for approval in the form of the memo.
- 2.3 Acting pay shall be paid at the lowest rate in the incumbency scale that exceeds the current rate of the employee.

3. PROBATION

- 3.1 Employees shall be on probation for the first six months of employment in the position with the exception of contracted positions, supervisory positions and tradespeople who will serve a one year probation period.
- 3.2 During the period the employee is on probation, he/she shall be entitled to all the rights and privileges conferred by these Terms and Conditions of Employment. A probationary employee may be terminated at any time, without notice, during the probationary period.

- 3.3 The immediate supervisor in consultation with the Superintendent of Human Resources may extend the probation period of an employee for a further period of up to three months but such probationary period shall not exceed six months in total.

4. HOURS AND DAYS OF WORK

- 4.1 All Central/Sub-Office staff work a five day work week, on a twelve month basis.
Regular office hours are: 8:30am – 12:00pm; 1:00pm – 5:00pm
Summer hours will commence as July 1 of each year unless otherwise stated:
8:00am – 12:00pm; 1:00pm – 4:30pm

- 4.2 Overtime must be authorized in advance by an immediate supervisor.

- 4.3 All School based employees, except Caretakers, Recreation Coordinators and Community School Coordinators will work on each day of the academic year. Regular hours are: 8:30am – 12:00pm; 1:00pm – 4:30pm (Overtime/ Flexible hours/TILA only permitted in extenuating circumstances)

Caretakers work a five day work week, on a twelve month basis. Caretakers in a full time position work a forty hour week; Caretakers in part time positions work according to the schedule determined by the Principal. Principals in consultation with the Superintendent of Facilities may stagger the hours of work.

For Caretakers overtime is only permitted, in extenuating circumstances it must be approved in advance by the Principal.

Recreation Coordinators work 40 hours per week, outside regular school hours as determined by their immediate supervisor.

Community School Coordinators work 197 days per academic school year, Principals may stagger hours of work to accommodate programming.

- 4.4 Tradespeople, community-based/central office-based maintenance workers and computer technicians will set appropriate hours in consultation with their immediate supervisors as long as hours of work do not exceed seventy-five (75) hours over a two (2) week period.

5. JOB DUTIES

- 5.1 Every employee will have a current Job description outlining duties and responsibilities. From time to time the supervisor may reassign duties. It is the responsibility of the supervisor in consultation with the Superintendent of Human Resources to ensure the Job description is current.

6. ANNUAL VACATION

- 6.1 Central and sub-office staff earn 1.25 days vacation for each full month of employment up to three weeks per calendar year for the first five years. For employees with more than five years and less than ten years of service, vacation is earned at 1.67 days for each full month of employment up to four weeks per calendar year. Employees with ten years of service will earn vacation at a rate of 2.08 days for each full month of employment up to five weeks per year.

- 6.2 Supervisory employees (Computer Systems Administrator, Maintenance Coordinator, Payroll Supervisor) shall earn 1.67 vacation leave for each full month of employment for each of the first five (5) years in which they were employed with the Division; for employees with more than five (5) years service but less than ten (10) years of service, vacation leave will be earned at the rate of 2.08 days for each full month of service. Employees with ten (10) years or more of service in the Division will earn vacation leave at the rate of 2.50 days per month.

- 6.3 School based staff and casual employees whose days of work coincide with the school year will receive vacation pay in lieu of days off as per Labour Standards Act.
- 6.4 Employees who, without an interruption in service, transfer and/or gain employment at Central and/or sub-office who worked prior at the school level will have their years of service pro-rated to reflect a 12 month work schedule. The years of service will be used for benefit determination.
- 6.5 All vacation leaves must be taken in not less than half day increments. Vacation leaves must be approved by the employee's immediate supervisor one week prior to requested date. Vacation requests made day of may not be approved.
- 6.6 Vacation carry over may be approved by the immediate supervisor within the following guidelines:

Vacation Entitlement	Carry-over
Less than 3 weeks	0
3 weeks	up to 5 days
4 weeks	up to 8 days
5 weeks or more	up to 10 days

Request for carry over must be made to immediate supervisor in writing by November 30, vacation carry over must be taken by August 31.

- 6.7 Vacation leave will be earned on the basis of assigned time with a one (1) month waiting period during work absences before reductions to vacation leave entitlement is made.

7. EARNED DAYS OFF (EDO)

- 7.1 Central/Sub office staff (excluding tradespeople and maintenance workers), based on a 35 hour work week, employees will work an additional thirty minutes per day to earn sufficient time for sixteen earned days off per year. Nine of the earned days off are determined by the Senior staff team. The seven remaining EDO's taken as personal leave days must be requested at least one week in advance to the immediate supervisor. Requests made day of may not be approved.
- 7.2 EDO's must be used in the fiscal year they are earned. Under no circumstances will EDO's be carried over or paid out. All EDO's must be taken in not less than half day increments.

8. SICK LEAVE

- 8.1 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)
- 8.2 Sick leave credits are to be used for employee sickness, however employees may use sick leave to take dependents to appointments, excluding travel days. Sick leave credits will be earned at a rate of 1.25 days per month to a maximum of two hundred thirty five days (235) plus the entitlement for the current year. All sick leaves must be taken in half day increments.
- 8.3 Employees will schedule routine medical, dental and optical appointments to minimize the period of absence. An employee who is unable to schedule an appointment in such a way shall be granted leave with pay to attend the appointment and such leave will be deducted from the employee's sick leave entitlement. Periods of absence **do not** include the time to travel to and from the location. Arrangement must be made with immediate supervisor for time away in less than half day increments (i.e. 2 hour appointment).

- 8.4 Employees not reporting to work due to illness must call their immediate supervisor at least one hour prior to their regular start time. For illness less than (3) three days the Board may request a medical certificate; For illness (3) three days or more a medical certificate must be provided; (6) six days or more employees must complete the NLSD standard medical form (Form 411-1), a second medical opinion may be requested by the Board. **If medical documentation is not provided the period for which the employee was absent will be without pay.**
- 8.5 Supervisors and Superintendents will require employees to be deemed fit to return to work by a Medical doctor following a medical absence exceeding (10) ten days or more.
- 8.6 Sick leave will be earned on the basis of assigned time with a one (1) month waiting period during work absences before reductions to these benefits are made.
- 8.7 All SSBA benefits will continue un-interrupted during the course of paid sick leave. All SSBA benefits will continue un-interrupted during the course of unpaid sick leave to a maximum of one hundred and five (105) calendar days.
- 8.8 **Sick leave must be earned prior to use. Advance use of sick leave is not permitted.**

9. LEAVE OF ABSENCE

9.1 Leave Without Pay

An employee must apply, in writing, to the Board of Education as per *Board Policy 2, (23) Other Leaves* through his or her immediate Supervisor. Employees are not encouraged to take LWOP for short periods i.e. 2-10 days, if in extenuating circumstances an employee does take LWOP, salary will be deducted in one lump sum for the number of days taken and will not be carried over to the next pay periods.

All SSBA benefits will be suspended during the course of the leave if the leave exceeds thirty (30) calendar days.

The Board of Education, however, reserves the right to negotiate in special circumstances.

9.2 Maternity/Parental/Adoption

Employees are entitled to maternity leave, parental leave and adoption leave in accordance with *The Labour Standards Act*. Employees must inform their supervisor at least four weeks in advance. All SSBA benefits will continue un-interrupted during the leave.

9.3 Paternity

Employees may, upon written letter of application to their immediate supervisor, be granted up to three (3) days with pay for the purpose of attending the birth.

9.4 Court Duty

Any employee who is required to attend court as a juror or who is subpoenaed to appear in court will receive regular salary for the duration of their leave. Any reimbursement of actual expenses will be paid back to Northern Lights School Division by the employee.

Employees must notify their immediate supervisor when subpoenaed to appear as a witness or perform jury duty in a court of law. Employees must give advance notice to their immediate supervisor, where possible and complete appropriate request leave forms, attached with supporting documents.

9.5 Compassionate

Compassionate leave is intended to allow employees to attend to immediate family needs as a result of death or serious injury/illness. Compassionate leave with pay will be granted upon the approval of the immediate supervisor, upon completion of a Leave Authorization Request form for up to (5) five days per calendar/academic year.

Definition: For the purpose of this agreement, immediate family is defined as spouse/common law spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, aunt, uncle, niece, nephew, foster child, grandchild, parent surrogate, parents in law, brother in law and sister in law.

Compassionate leave must be taken in not less than one half (1/2) day increments. Compassionate leave is not accumulative.

Extended Compassionate leaves are without pay and must be approved by the Board of Education as per *Board Policy 2, (23) Other Leaves*.

10. EDUCATION LEAVE /Medium Term/Long Term

Professional development may be defined as any course, activity, and/or experience that enhances an employee’s skills, abilities or qualifications **directly related to employment**. Professional development may include, but not be limited to: taking academic classes, non-credit classes, short courses, participating in workshops or seminars. For the purpose of facilitating the management of issues arising from employee involvement in professional development and to ensure the equitable and optimum allocation of resources professional development is administered in three categories.

**For the purposes of Education leave, dependent is defined as: your natural or adopted child, step-child or child for whom you are legal guardian, who is: unmarried, under age 21 or under age 25 if a full time student and not employed on a full time basis or a child/adult if he/she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support maintenance and care, due to a mental or physical handicap.*

Medium/Long term education leave is intended to allow and support employees to access learning opportunities that will support division program objectives or improve/broaden the qualifications of employees.

For terms and attributes of the three categories of educational leave, refer to table below:

Leave/Attribute	Medium Term	Long Term
Rationale	Employee qualification or support to division program	Academic qualifications
Duration	11 working days up to 4 months	4 – 14 months
Application Date	Sept 20 for Jan 1 Jan 15 for Apr 1 Apr 15 for Sept 1	February 1 for the following academic year
Approval Process	3 person Senior Staff committee or Principal and Superintendent recommend; Director of Education approve	3 person Senior Staff committee and Director approve
Grants as % of wages	51 – 71%	51 – 71%
Replacement required	Substitute or specifically qualified replacement or general qualified replacement	Specifically qualified replacement
Limit on numbers for individuals	8 employees per academic year	4 employees per academic year
Required pay back service	1 year	2 years for each long term leave granted and taken
Expenses for Leave	Division Bursary	

Professional development with a duration less than Medium term leave will be reviewed and approved by the immediate supervisor. PD of 1-5 days may be remunerated at board rates.

10.1 Medium Term Education Leave

All permanent employees with one (1) or more years of continuous service with the Board may be eligible for Medium term Education leave. Medium term Education leave is defined as any leave from 11 days up to four (4) continuous months.

Application Process

- Receive written endorsement from immediate supervisor prior to registering for any in-service or program provided by school division. Including in-services conducted outside of school operating times – summer and other holidays. Written endorsement must accompany all applications.
- Application (Form 451-1) must include estimated cost of the leave, and be submitted to the Medium term Education Leave committee by the dates indicated in table.
- Employees requesting Medium term Educational leave will be notified of the decision of the Director of Education one month prior to commencement of leave.

Monthly Grant

- The monthly amount of the grant shall be one-twelfth (1/12) of fifty-one percent (51%) of the employee's annual salary, plus 10% per dependent to a maximum of 71% for each month the employee is on Medium term Education leave and actively taking classes for up to four (4) continuous months as approved by the Educational leave committee.
- Employees must submit up-to-date transcripts or statement of marks and/or certificate as proof of completion of classes.

Return of Service/repayment of grant

- Recipients of Medium term leave, upon completion of course, must remain in the employ of the Board for a period of one (1) year from completion of the leave.
- Employees who do not fulfill their employment obligations with the Board shall repay on demand that portion of the grant obligation plus a penalty of ten percent (10%) of that portion of the grant.
- Employees who have an obligation to repay the Board in service or financial reimbursement and who because of death or permanent disability can not fulfill their obligation shall have this sum or obligation paid as of the date of death or permanent disability occurred.

10.2 Long Term Education Leave

All permanent employees with two (2) or more years of continuous service with the Board may be eligible for Long term Education leave. Long term Education leave is defined as leave which is longer than four (4) continuous months to a maximum of 14 months.

Application Process

- Receive written endorsement from immediate supervisor prior to registering for any in-service or program provided by school division. Including in-services conducted outside of school operating times – summer and other holidays. Written endorsement must accompany all applications.
- Employee must prepare and submit an application with comprehensive plans including course outline for the period of leave to the Long term Education committee **no later than February 1** of the year in which the leave is requested.
- Application (Form 451-1) must include estimated cost of the leave, and be submitted to the Long term Education Leave committee by the dates indicated in table.
- Employees requesting Long term Educational leave will be notified of the decision of the Director of Education not later than March 31 of the year in which leave is requested.

Monthly Grant

- The monthly amount of the grant shall be one-twelfth (1/12) of fifty-one percent (51%) of the employee's annual salary, plus 10% per dependent to a maximum of 71% for each month the employee is on Long term Education leave and actively taking classes for up to fourteen (14) continuous months as approved by the Educational leave committee.
- Employees must submit up-to-date transcripts or statement of marks and/or certificate as proof of completion of classes.

Return of Service/repayment of grant

- Recipients of Long term leave, upon completion of course, must remain in the employ of the Board for a period of two (2) years from completion of the leave, for each Long term leave taken. E.g.: 1 leave = 2 years service; 2 consecutive leaves = 4 years
- Employees who do not fulfill their employment obligations with the Board shall repay on demand that portion of the grant obligation plus a penalty of ten percent (10%) of that portion of the grant.
- Employees who have an obligation to repay the Board in service or financial reimbursement and who because of death or permanent disability can not fulfill their obligation shall have this sum or obligation paid as of the date of death or permanent disability occurred.

11. BURSARIES

Reimbursement of tuition per full time equivalent class will be awarded to non-teaching employees upon the successful completion of classes which directly pertain to the employee's current position with the Board. Bursaries are only awarded to employee's who have completed one (1) year of service and on the condition the employee will remain in the employ of the Board for the following complete academic/fiscal year.

- 11.1 Applications for the bursary must be approved by the employee's supervisor and **submitted to Human Resources** for Director approval one (1) month prior to the commencement of the class (Form 451-3).
- 11.2 An acceptance letter from the educational institution must be received by Human Resources prior to the commencement of class.
- 11.3 At course end, documentation of successful completion and receipt for tuition paid **must be submitted to Human Resources**. Upon receipt of appropriate documentation payment will be issued to the employee within one (1) calendar month.
- 11.4 The number of bursaries awarded will not exceed twenty-five (25) full-time equivalent classes division wide per year.
- 11.5 Employees who do not remain in the employ of the Board for the following complete academic/fiscal year will be required to pay on demand the bursary pro-rated for time worked.

12. SALARY

- 12.1 Payment will be made by direct deposit to a bank of the employee's choice. Direct deposit information form must be completed upon hire (Form 400-4).
- 12.2 Employees have the option of receiving a mid-month advance. This advance is made by direct deposit only into the employee's bank account on the last banking day prior to the 16th day of the month. A mid-month advance can not exceed 49% of net pay. **Advances on salary will not be made under any circumstances beyond the optional mid-month advance.**
- 12.3 Casual employees or substitute teachers are paid on a bi-weekly basis.

- 12.4 With the exception of casual employees, increment dates for salary adjustments will be on the first working day of the anniversary month of commencement of continuous, full-time employment with the Division; or in the case of a re-assignment, on the first working day of the anniversary month of commencement of the new assignment.
- 12.5 Permanent full-time employees on Leave Without Pay, with the exception of maternity leave and sick leave, will have their increment date adjusted back the amount of leave taken (e.g. an employee with an increment date of January 1 on a six (6) month leave will have an increment date adjustment to July 1).

13. STANDBY PAY

Employees designated to be immediately available to return to work during a period which he/she is not on regular duty, he/she shall be paid the equivalent of 2 x the NLSD casual labour rate for each 24 hour period designated to be on standby. If unable to respond when required, no pay shall be granted for the entire standby period.

In addition to Standby pay, he/she is eligible for overtime rates for each call out.

14. CALL OUT PAY

An employee called back to work shall be paid a minimum of two (2) hours of overtime pay. Any hours worked in excess of two (2) hours will be paid at overtime rates. Any call out must be documented prior to payment using a maintenance request form signed by the originator of the request and the principal or area maintenance supervisor.

15. TRAVELLING ON BOARD BUSINESS

Meal Rates

Meal rates are as per current Board approved rates. When Board business has been completed, the following criteria apply:

- Leave headquarters before: 7am/11:30am/5:30pm – the appropriate meal may be charged
- Return to headquarters after: 8:30am/12:30pm/6:30pm – appropriate meal may be charged

Hotel Rates

Room rates, hotel parking and taxes only will be fully reimbursed. Employees are responsible for all extra charges. When Board business has been completed hotel rooms may be supplied for employees who can not return to their home community before the normal end of their work hours.

Incidental Expenses

- Actual expenses for such items as taxicabs and parking – receipts required
- Bedroll allowance for seventy five (\$75.00) dollars per night will be paid for accommodation in private residence while on Board business – no receipts required
- Bedroll allowance for Board owned facilities is limited to fifteen (\$25.00) dollars per night

Time in Lieu for travel

- Employees are encouraged to travel during normal working hours. When it is not possible to do so employees will earn time in lieu (straight time) for Board initiated meetings or professional development which is required by the Board to meet the immediate needs of the employee's current position.

16. VANDALISM COVERAGE

In the event of vandalism occurring to an employee's vehicle while on Board business, deductible coverage to a maximum of two hundred fifty (\$250) dollars will be paid. A copy of the police report must be provided to substantiate the claim.

17. PERSONAL MILEAGE (Computer Technicians/Maintenance)

When personal vehicles are used in the performance of Board business compensation will be as follows:

- Car/van – as per Board approved rates
- Where maintenance or computer technician employees are required to provide ½ ton truck or SUV (computer technicians) as a condition of their employment, a premium of five (.05) cents per kilometre will also be paid. If the ½ ton truck is required to pull a trailer a further premium of five (.05) cents per kilometre for that distance the trailer is fully loaded.
- Maintenance employee (excluding caretakers) allowance for low kilometres (plus mileage rate):

0-5000 per annum	\$250.00 per month
5000-18000 per annum	\$175.00 per month
Over 18000 per annum	No allowance

Student Support Workers/Social Workers – must submit on an annual basis a copy of license and registration to Central office prior to being approved for the (\$1000) yearly car allowance.

18. EMPLOYEE BENEFITS – coverage starts after six months continuous employment

All permanent 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 six (6) months of continuous service. Board members qualify the 1st of the month immediately after being sworn in as a Board member.

All benefits terminate on the last day of employment.

19. EMPLOYEE'S PENSION PLAN

Employees that are required by law to participate in and make contributions to the Municipal Employee's Pension Plan (MEPP) 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 Employee's Pension Plan.

20. DRESS CODE

It is expected employees will wear clothing which is clean and neat as is considered to be appropriate and becoming to the profession.

21. RETIREMENT GRATUITY

To qualify, non-teaching employees must have ten (10) years of continuous service with the Board. The Board shall pay a retirement gratuity to non-teaching employees who are superannuating due to age and service. The amount of the gratuity shall be calculated at one hundred (\$100) dollars per year (up to and including 2008) times the number of years of continuous service that the non-teaching employee has with the Board. Effective 2009 the amount of gratuity shall be calculated at the rate of two hundred (\$200) dollars per year.

20.1 Service is defined as service with the Board, but shall exclude all types of leaves without pay.

- 20.2 The retirement gratuity will only be paid if the non-teaching employee retires while in the employ of the Board; and if the non-teaching employee has completed all the documentation to qualify for pension benefit.

22. YEARS OF SERVICE AWARD

The Board recognizes and values the services its employees provide. To this end the Board will institute a system of recognizing those employees who provide long term service.

- 21.1 Service is defined as service with the Board, but shall exclude all types of leaves without pay.

- 21.2 Awards for non-teaching employees are presented by the Board in the form of an appropriate gift. Awards are given at 5 year increments beginning at 10 years of service.

Central and Sub office employees are presented their awards once per year at a regularly scheduled Board meeting.

Maintenance employees are presented their awards at the annual maintenance conference or at an appropriate event.

School based non-teaching employees (excluding maintenance) will have their awards presented at the school.