



North East School Division

Box 6000, 402 Main St.
Melfort, SK S0E 1A0

Phone: (306) 752-5741
Fax: (306) 752-1933

Toll Free: 1-888-752-5741
Website: www.nesd.ca

WORKING CONDITIONS DOCUMENT FOR NON-UNIONIZED SCHOOL BASED STAFF

SEPTEMBER 1, 2019

I. PREAMBLE:

The following “Working Conditions Document” will be referenced for non-teaching support staff working in schools covered through the application of the CUPE 4875 Collective Agreement. This document will be used to guide compensation and working condition applications for staff assigned to the following schools:

- Bjorkdale School (Admin Assistants, EA’s, Library Clerk/Tech)
- Carrot River Elementary School (All staff)
- Carrot River Junior Senior High School (All staff)
- Central Park Elementary School (All staff except EA’s & caretakers)
- L.P. Miller Comprehensive School (All staff except EA’s & caretakers)
- Wagner Elementary School (All staff except EA’s & caretakers)
- White Fox School (All staff)
- William Mason School (All staff)

The information stated in these guidelines shall prevail in interpretation and application of responsibilities and entitlements related to the working environment of employees referenced above. No historic policy or administrative practice, either stated or implied, previously followed by any “legacy” school division or Board of Education, shall have any force and effect.

Employees seeking clarification on various aspects of their working conditions should refer to the guidelines that follow. In addition, much useful information on protocols and procedures can be found in the ***Policies and Procedures - Module 5 - Human Resources and the NESD Employee Code of Conduct***. This information is available online at the North East School Division web site (www.nesd.ca). The following policies and procedures are outlined:

- Employment Recruitment & Selection (Policy 501)
- Leaves of Absence (Policy 502)
- Professional Growth, Supervision and Evaluation (Policy 503)
- Staff Allocation (Policy 504)
- Staff Guidelines (Policy 505)
- Surplus and Redundancy (Policy 506)
- Teacher Transfers (Policy 507)
- Duty to Accommodate (Policy 508)
- Employee Assistance Program (Policy 509)
- Employee Safety (Policy 510)
- Respect for Human Diversity (Policy 511)
- Employee Acceptable Use (Policy 512)
- Violence (Policy 512)
- Grievance (Policy 513)
- Harassment (Policy 514)
- Criminal Record Checks and Vulnerable Sector Checks (Policy 515)

- Reporting Criminal Charges (Policy 516)
- Employment Records (Policy 517)
- Job Sharing (Policy 518)
- Job Abandonment (Policy 519)
- Dress Code (Policy 520)
- Recognition of Service (Policy 521)
- Compensation Philosophy (Policy 522)
- Staff Benefits (Policy 523)
- Interns and Field Experiences (Policy 524)

Employees with questions not covered by these guidelines should direct their questions to the appropriate school principal or their direct supervisor for further clarification.

II. SALARY GRIDS:

Common salary grids for Support Staff working in non-unionized schools have been approved for implementation. The grids cover wage rates for each of the stated classifications outlined in Appendix A.

These grids will be used to define the salaries in the following employment classifications:

- Educational Associates
- Library Clerks and Library Technicians
- Administrative Assistants
- Outreach Workers (Nipawin)
- Caretakers
- Cafeteria Staff (Nipawin)

All of the above-referenced salary grids will have **three (3) increments** representing Year One (“start rate”) to Year Three of service (maximum increment). The classifications of Administrative Assistant, Educational Associate, and Outreach Worker will have two (2) ranges:

- **Range 1** will be used for salary grid placement of employees who meet the *minimum requirement* of education and training.
- **Range 2** will be used for salary grid placement of employees who hold *additional education/training certifications* (equivalent to one year a post-secondary certificate) in a qualifying field of study related to the employee’s working responsibilities.

Upon initial hire, all new employees seeking “Range 2” grid placement must present evidence of certification acceptable to the school division confirming graduation from a directly applicable program offered through a recognized post-secondary institution in a field of study applicable to the assignment of the employee.

Participation in courses of study that involve less than the equivalent of at least one year of full time post-secondary work will not be considered as acceptable for Range 2 placement. In addition, an Outreach Worker requires a full four-year university degree in social work or equivalent for Range 2 placement.

Caretakers who require and hold a current ‘*Fireman Certification*’ as issued by the Government of Saskatchewan as part of their work responsibilities will be placed at Range 2 (Caretaker Certified). Current employees seeking an updated range designation must also provide evidence of certification as stated above. Salary adjustments will be made in the month following such evidence being provided and being accepted by the school division.

Upon initial employment, the school division may recognize some or all of an employee's previous experience in a related work environment for the purpose of placing a new employee on the salary grid at an increment higher than "Start Rate". Once placed at an appropriate increment, permanent employees shall receive an increment on the first month following the anniversary of the employee's date of hire, until the maximum increment rate for the classification is reached.

In a few circumstances, a specific employee in one of the stated classifications above may be receiving an hourly salary that is higher than the listed "Increment and Range" compensation as shown on the Salary Grid. These employees have had their existing salary "red-circled" and this higher salary will be maintained without any scheduled increase awarded to others in the applicable classification until such time as the application of the Salary Grid results in an increase.

III. JOB DESCRIPTIONS:

The school division continues to review and amend job descriptions for all of the above referenced classifications. As these documents are evergreen, the human resources department and senior administrative staff will lead discussions with employee groups and school-based administration and adjust job descriptions as required. Current assignments and existing job description documentation will be used to reference any future changes in job descriptions. School principals serve as the primary supervisors of all non-teaching, school-based *instructional* support staff and specific assignments and clarification of responsibilities of these employees will be directed by the school principal.

The Facilities Department, will serve as the primary supervisor of all school-based caretaking staff. The school principal will maintain a line of communication with the Facilities Department on matters related to the supervision of school-based caretakers.

IV. HARRASSMENT AND VIOLENCE:

As defined in *The Saskatchewan Employment Act* all members of the education community have a right to work and learn in a respectful environment that is free from harassment and violence.

The Board is committed to creating and maintaining work environments where employees, students and volunteers are treated with respect and dignity. The Board recognizes its responsibility to provide education regarding harassment and work place violence, and to provide the opportunity for training to resolve situations that occur.

Please refer to the NESD Policies and Procedures 512 & 514 at www.nesd.ca for further information regarding employee expectations, administration of procedures, dealing with complaints and prevention procedures.

V. APPROVED LEAVES:

a) Sick Leave

All permanent and temporary contract employees shall be entitled to **two (2) days of sick leave** without loss of pay for each active full month of service **they** complete. Unexpended sick leave shall be credited to the employee and shall accumulate to a maximum of one hundred and eighty (180) working days subject to the following conditions:

- i. If an employee is less than full time, sick leave will be proportionate to the percentage of time worked.
- ii. During Board approved leaves without pay of longer than ten (10) days, sick leave credits are maintained and do not accrue.
- iii. Employees who work on the basis of an academic year will not earn sick leave credits for the months of July and August.

Employees are expected to schedule all medical, dental or optical appointments outside of normal working hours. In cases where this cannot be accommodated and an employee is requesting sick leave any reason, including medical, dental or optical appointments, the employee is asked to provide the location of the appointment and may be required to present a certificate from a medical practitioner stating that the employee was unable to work. When the Board requests a medical certificate, the Board shall be responsible for the costs assessed by the medical practitioner to obtain the certificate. **Appointments should be booked in a way that minimizes time away from work.**

b) Bereavement Leave

An employee shall be entitled, upon prior approval, up to and including **five (5) days paid leave** in the event of a death of a family member. For the purpose of Bereavement Leave, family members include: spouse or common law partner; parent, **step parent**, parent-in-law, or foster parent; child, **step child**, child-in-law or foster child; grandchild; sibling, **step sibling** or sibling-in-law; grandparent or grandparent-in-law; uncle/aunt, uncle/aunt-in-law; nephew/niece, guardian, and legal dependent. **Such leave will be taken within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral or internment occur outside of this timeframe, pre-approval is required.**

c) Compassionate Leave

An employee shall be entitled, upon prior approval, access to a maximum of **five (5) days paid leave per school year** in the event of a **life threatening medical situation** involving the employee's family member. For the purpose of Compassionate Leave, family members will include: spouse or common law partner; parent, **step parent**, parent-in-law or foster parent; child, **step child**, child-in-law, or foster child; grandchild; sibling, **step sibling** or sibling-in-law; grandparent, guardian; and legal dependent.

d) Pressing Matters Leave

Effective October 1, 2019, an employee shall be entitled, upon prior approval, access to a maximum of **four (4) days of paid leave per school year** to attend to urgent pressing personal matters requiring the employee's immediate attention. This leave may include but is not limited to:

- i. inclement weather,
- ii. personal emergencies,
- iii. to attend the funeral of someone not covered by bereavement leave
- iv. providing the ceremony takes place during scheduled work time, to attend the high school or post-secondary graduation of self, spouse or dependent,
- v. to attend a wedding **of a child, step-child, parent, parent-in-law, sibling, sibling-in-law, step siblings** or which the employee is in the wedding party
- vi. **medical appointments for spouse, child, parent and parent-in-law**

All requests will be dealt with on a case by case basis at the discretion of the Superintendent of Human Resources and it is understood that this leave will not be used for personal recreation or leisure, family recreation or leisure, or community recreation or leisure. In addition, this leave will not be accessed to attend to the employee's business or commercial enterprises.

e) **Unpaid Leaves of Absence**

The Board does not typically grant employees leaves of absence without pay, particularly for an extended number of days or for unpaid leave days requested to extend a school vacation period. However, where approved by the principal or supervisor, short-term unpaid leaves of absence may be considered where the reason for the leave is acceptable to the school division.

f) **Jury Duty or Court Witness Leave**

When an employee is absent by reason of a summons to serve as a juror or a subpoena to serve as witness, the employee shall not suffer any loss of salary or wages. The employee is expected to claim and reimburse the school division the remuneration provided by the court for serving. In addition, this article shall not apply to an employee who has a direct interest in the outcome of any proceedings or who is appearing as an accused in any proceedings.

g) **Professional Development & Education Leave**

Where the Board approves an employee to take specific training, the Board will pay the associated costs of the professional development as outlined in board policy. Where the Board approves time away from work for such purposes, the employee will be provided leave with pay not to exceed the normal hours of work unless prior approval is received.

VI. VACATION ENTITLEMENT:

Effective October 1, 2019 employees shall receive vacation entitlement as follows:

- a) After one (1) year of continuous service and up to and including **seven (7)** years of continuous service, three (3) weeks of vacation.
- b) At commencement of **eight (8)** years of continuous service and up to and including **fifteen (15)** years of continuous service, four (4) weeks of vacation.
- c) At commencement of **sixteen (16)** years of continuous service and up to and including **twenty-one (21)** years of continuous service, five (5) weeks of vacation.
- d) At commencement of **twenty-two (22)** years of continuous service and every year thereafter, six (6) weeks of vacation.

Except for unforeseen emergent situations, an employee shall submit a request for vacation leave at least two (2) weeks in advance to the employee's immediate supervisor.

Every employee not having one year of service prior to the vacation period shall be granted holidays at the rate of one and one quarter (1 ¼) working days for every completed month of service.

Twelve (12) month employees may carry over their unused vacation credits up to a maximum of ten (10) days. Any carryover beyond ten (10) days as of August 31 of the following year shall be paid out to the employee. Vacation shall be taken in blocks of not less than one half (1/2) day at a time.

Vacation pay for academic year (10 month) employees will be calculated and paid on each cheque to all employees.

VII. PUBLIC HOLIDAYS:

When a public holiday occurs during the employee's vacation or on a day of rest, an extra day vacation shall be granted the employee at a time mutually agreed to between the Board and the employee.

All calendar year (12 month) employees shall have the following holidays off with pay, at the regular rate of pay:

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

and any other nationally or provincially declared holidays.

All academic year (10 month) employees shall have the following holidays off with pay, at the regular rate of pay:

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

and any other nationally or provincially declared holidays.

For all employees:

- where any of the holidays fall on a Saturday the holiday shall be observed on the Friday;
- where any of the holidays fall on a Sunday the holiday shall be observed on the Monday;
- where two (2) consecutive holidays occur on a Friday and Saturday, the holidays shall be observed on Thursday and Friday;
- where two (2) consecutive holidays occur on a Sunday and Monday, the holidays shall be observed on the Monday and Tuesday.

The only exception to this is Remembrance Day, which is determined by Article 23 (2) in *The Education Regulations, 2015*.

VIII. WORK SCHEDULES:

Hours of Work

The daily hours of work and the number of working days per school year will be determined for each employee at the initial point of hire. For each subsequent year, a work schedule for each employee will be approved by the direct supervisor and communicated. Due to the nature of work in a school division, work schedules may need to be altered from time to time. Any work schedule changes during the school year shall be determined by the Principal or direct supervisor and those changes shall be communicated to the employee providing at least two weeks' notice of any change.

Notwithstanding the above, the Board and employee(s) may agree on mutually acceptable schedule of hours which may include a flex time arrangement.

Overtime

Overtime rate at double time (2X) the regular hourly rate shall be paid for time worked over the provisions in *The Saskatchewan Employment Act*. Except in emergency situations, all overtime hours must be authorized, in advance, by the employee's immediate supervisor.

Breaks

For those employees who work five and one-half (5 ½) hours or more, an unpaid meal break of not less than thirty (30) minutes shall be provided. If the employee chooses to volunteer their time to provide other paid services during their scheduled meal break, they may.

In most circumstances, employees who work:

- a) More than three (3) hours up to five and one-half (5 ½) hours shall receive one (1) fifteen (15) minute paid rest period.
- b) Five and one-half (5 1/2) hours or more shall receive two (2) fifteen (15) minute paid rest periods.

Understanding the nature of work with children, it may not be possible to provide 15 minute blocks of time. The expectation is that employees are provided with breaks that are mutually agreeable to both parties to allow a reasonable amount of personal time.

IX. WORKPLACE INJURIES AND COMPENSATION:

An Employee prevented from performing his/her regular work with the Board due to an occupational accident, illness, or injury shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his/her regular net salary for each unrelated incident for a period not to exceed **six (6)** months.

Accommodation of Employees

The Board of Education of the North East School Division shall make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to the regular duties of their position as a consequence of an injury or disability.

X. LAYOFF AND RECALL

Where a staff reduction at a specific school is necessitated, and a reduction in staffing is to occur, administrators at the division and school level will meet to review the conditions at the school and discuss alternatives to issuing reducing staff, including staff reassignment or transfer options. Barring no other options an employee in the affected classification and affected school will be provided working notice of the reduction or pay in lieu of notice as defined in *The Saskatchewan Employment Act*.

XI. PAYMENT OF WAGES

- a) All employees will be paid wages and allowances semi-monthly on or before the fifteenth (15th) and thirty-first (31st) of each month in accordance with Appendix A.
- b) Each employee shall be provided with an itemized statement of wages and other supplementary pay and deductions as required in *The Saskatchewan Employment Act*.

XII. EMPLOYEE SAVINGS

Permanent academic year employees shall have the option of being paid in twenty (24) monthly payments by providing written notice to Payroll or designate by June 15th of the current year. The employee savings arrangement shall be effective the school year following the written notice and shall remain in effect until written notification of a change is provided to Payroll.

Written notice of changes is required prior to June 15th and the change shall be effective the school year following the written notice.

For more information regarding this provision, please contact Payroll at payroll@nesd.ca.

XIV. HEALTH BENEFITS

The school division supports and requires the participation of employee groups in employee/employer cost-shared, group health benefit plans. The school division will continue to support current group plans offering health benefit protection to non-unionized, with the following benefit plan provisions:

The following benefit plan provisions will be applied:

	Premium Paid by:	
	Employer	Employee
Life Insurance (1 x annual)	100%	0%
Accidental Death & Dismemberment (1 x annual)	100%	0%
Long Term Disability - Plan D	0%	100%
Extended Health	70%	30%
Dental - Plan C	70%	30%
Vision - Plan A	70%	30%
EFAP	70%	30%

For further information regarding the benefit plan, please contact the Payroll Section.

XV. EMPLOYMENT INSURANCE PREMIUM REBATES:

EI Premium rebates, where applicable, will be reimbursed directly to the individual employee eligible to receive the premium rebate.

XVI. EARLY NOTIFICATION OF RESIGNATION INCENTIVE (APPROVED FOR 2019-2020):

To qualify for the incentive an employee must meet the following criteria:

- a) Upon resignation:
 - i. The employee has provided a minimum of fifteen (15) years of contributory service with the North East School Division
 - ii. Has worked on a 0.5 or greater full time equivalent basis for a minimum of fifteen (15) consecutive years prior to the effective date of the resignation.
- b) Submit a letter of resignation by February 1 of the year in which the resignation is effective for June 30 or later.
 - i. An employee may ask the Board to consider rescinding a resignation when the employee's circumstances change between February 1 and June 30.
- c) The amount of the incentive shall be based on unused sick leave credits up to a maximum of \$1500.00.

APPENDIX “A”
North East School Division No. 200
School Based Instructional Support Staff – Non Unionized

Salary Grid – Effective September 1st, 2018

CLASSIFICATION	Sept 1, 2018	Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Admin Assistant				
Casual	\$17.71	\$17.89	\$18.25	\$18.43
Year 1	\$17.71	\$17.89	\$18.25	\$18.43
Year 2	\$18.47	\$18.65	\$19.02	\$19.21
Year 3	\$20.41	\$20.61	\$21.02	\$21.23
Admin Assistant Cert				
Casual	\$18.86	\$19.05	\$19.43	\$19.62
Year 1	\$18.86	\$19.05	\$19.43	\$19.62
Year 2	\$19.62	\$19.82	\$20.22	\$20.42
Year 3	\$21.57	\$21.79	\$22.23	\$22.45
Cafeteria Casual & Students				
	<i>Minimum Wage</i>			
Cafeteria Cook's Helper				
Casual	\$16.53	\$16.70	\$17.03	\$17.20
Year 1	\$16.53	\$16.70	\$17.03	\$17.20
Year 2	\$17.27	\$17.44	\$17.79	\$17.97
Year 3	\$18.15	\$18.33	\$18.70	\$18.89
Cafeteria Head Cook				
Year 1	\$20.70	\$20.91	\$21.33	\$21.54
Year 2	\$21.58	\$21.80	\$22.24	\$22.46
Year 3	\$22.56	\$22.79	\$23.25	\$23.48
Caretaker				
Casual	\$16.70	\$16.87	\$17.21	\$17.38
Year 1	\$16.70	\$16.87	\$17.21	\$17.38
Year 2	\$17.68	\$17.86	\$18.22	\$18.40
Year 3	\$20.12	\$20.32	\$20.73	\$20.94

Caretaker Certified

Casual	\$19.00	\$19.19	\$19.57	\$19.77
Year 1	\$19.00	\$19.19	\$19.57	\$19.77
Year 2	\$19.87	\$20.07	\$20.47	\$20.67
Year 3	\$21.26	\$21.47	\$21.90	\$22.12

Educational Associate

Casual	\$17.34	\$17.51	\$17.86	\$18.04
Year 1	\$17.34	\$17.51	\$17.86	\$18.04
Year 2	\$18.11	\$18.29	\$18.66	\$18.85
Year 3	\$19.44	\$19.63	\$20.02	\$20.22

Educational Associate Cert.

Casual	\$18.50	\$18.69	\$19.06	\$19.25
Year 1	\$18.50	\$18.69	\$19.06	\$19.25
Year 2	\$19.25	\$19.44	\$19.83	\$20.03
Year 3	\$20.58	\$20.79	\$21.21	\$21.42

Library Clerk

Casual	\$15.46	\$15.61	\$15.92	\$16.08
Year 1	\$15.46	\$15.61	\$15.92	\$16.08
Year 2	\$16.41	\$16.57	\$16.90	\$17.07
Year 3	\$18.16	\$18.34	\$18.71	\$18.90

Library Tech Certified

Casual	\$19.23	\$19.42	\$19.81	\$20.01
Year 1	\$19.23	\$19.42	\$19.81	\$20.01
Year 2	\$20.21	\$20.41	\$20.82	\$21.03
Year 3	\$21.16	\$21.37	\$21.80	\$22.02

Outreach Worker I

Year 1	\$19.79	\$19.99	\$20.39	\$20.59
Year 2	\$20.56	\$20.77	\$21.19	\$21.40
Year 3	\$21.26	\$21.47	\$21.90	\$22.12

Outreach Worker II

Year 1	\$26.48	\$26.74	\$27.27	\$27.54
Year 2	\$28.17	\$28.45	\$29.02	\$29.31
Year 3	\$29.89	\$30.19	\$30.79	\$31.10