



EMPLOYEE HANDBOOK

OUT-OF-SCOPE EMPLOYEES

Effective: September 1, 2013

DISCLAIMER

This handbook is a general guide to the school division's administrative procedures, policies and benefits: it does not confer any special rights or guarantee of continued employment. The South East Cornerstone Public School Division can make changes to this handbook at any time.

The following positions are to be covered by this handbook:

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

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SECTION 1: PROBATION

A newly hired employee shall be on probation for a period of six (6) active and continuous months of work, from the date the employee last entered the service of the Employer.

SECTION 2: LEAVES OF ABSENCE

Section 2.1: General Leave

Subject to operational feasibility, a leave of absence without pay may be granted to any employee providing reasonable notice of at least two weeks, in writing, has been given to Human Resources through the employee's immediate supervisor. *Administrative Procedure 409.1 Leaves of Absence Without Pay* outlines the parameters taken into consideration when considering such requests.

Section 2.2: Bereavement Leave

A leave with pay not to exceed five (5) days shall be granted to employees who experience the death of a member of their immediate family.

For the purpose of this section and *Pressing Necessity Leave*, immediate family shall be defined as follows:

- i) "Immediate family" refers to the: Spouse, Child, Stepchild, Parent, Grandparent, Stepparent, Grandchild, Sibling, Son-in-Law, Daughter-in-law, and the following relatives of the employee's spouse: Parent, Stepparent, Sibling, Grandchild, and Grandparent
- ii) The definition of "spouse" will refer to Section 29.3 1(b) of The Labour Standards Act.

Any leave granted pursuant to the above section must be taken within the period commencing one week before and ending one week after the death, funeral or interment of the family member in respect of whom the leave is granted.

Section 2.3: Pressing Necessity Leave

An employee shall be granted leave with pay not to exceed five (5) days in any one academic year to cover any of the following:

- i) Imminent death of an "immediate family" member
- ii) Hospitalization for child, spouse or parent for critical illness.

In this section "critical illness" means relating to or being the stage of an illness at which an abrupt change for better or worse may be expected and/or relating to an illness or condition involving danger of death.

Section 2.4: Special Leave

An employee shall be granted leave with pay not to exceed three (3) days in any one (1) academic year to cover the following:

- Medical / dental / specialist appointments (parent, spouse or child)
- Graduation / convocation (self, spouse or child)
- Child illness that requires the parents attendance
- Weddings (self, child, parent)
- Birth of a child/grandchild
- Mandated legal appointments and court dates
- Acts of God (flood, fire, inclement weather)
- Unplanned events of an emergency nature where the employee's presence is required
- Funeral or to act as a pallbearer for someone other than that of an immediate family member
- Community Involvement (i.e. player participant or cultural event where one has earned the right to participate in championships at a regional / provincial / national level / town council)

Any Special Leave day granted will be deducted from the accumulated sick leave credit bank available to the employee. If sick leave is not available leave without pay shall be granted.

Section 2.5: Personal Leave

An employee that works the *academic* year shall be granted leave with pay not to exceed one (1) day for personal reasons in any academic year with no carryover.

Employees must make satisfactory arrangements prior to drawing on this leave. It is an expectation that the use of personal days will not interfere with the educational goals initiatives and programs of the SECSO.

Section 2.6: Jury/Witness Duty

An employee who is absent from work as a result of being subpoenaed to be a witness in court, or of being required to serve on a jury shall be paid the employee's normal salary while absent subject to the following conditions:

- a) The employee shall pay to the Board any remuneration other than expenses, which the employee receives, for such absence. With respect to the Court of Queen's Bench, the employee, if appearing as a witness, shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.
- c) This Section does not apply to an employee who:

- i) has a direct or indirect interest in the outcome of any proceedings; or
- ii) appears as an accused in any proceedings.

Section 2.7: Maternity, Parental and Adoption Leave

- a) An employee shall be entitled to maternity, parental, and adoption leave in accordance with The Labour Standards Act of the Province of Saskatchewan.
- b) The Board will consider a leave of absence pursuant to Section 2.1 titled "General Leave" for a period greater than that provided for in The Labour Standards Act.

Section 2.8: Educational Leave

- a) Where the Director of Education or designate requires an employee attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime. The Employer shall pay the cost of the workshop, conference or educational program and any directly related and approved expenses.
- b) Where an employee makes written application to attend a workshop, conference, or educational program the Employer may grant the necessary time off with pay, exclusive of overtime and shift differential. The Employer may also elect to reimburse any directly related costs and approved expenses.
- c) Where the employee does not successfully complete the educational program, or leaves the employ of the Board before successfully completing the educational program, the Employer may ask to be reimbursed the cost of the course and directly related and approved expenses.

SECTION 3: VACATION ENTITLEMENT

Annual vacation entitlement will be in accordance with the following for all positions except: Managers, Maintenance Technicians, Journeyman Technicians and Bus Mechanics:

- i) up to and including ten (10) years of employment – 3/52^{nds} of yearly earnings (3 weeks vacation for 12 month employees)
- ii) from the eleventh (11) anniversary of employment – 4/52^{nds} of yearly earnings (4 weeks vacation for 12 month employees)

Annual vacation entitlement will be in accordance with the following for Maintenance Technicians, Electricians, Carpenters and Bus Mechanics:

- i) up to and including eight (8) years of employment – 3 weeks vacation
- ii) nine (9) to fifteen (15) years of employment – 4 weeks vacation
- iii) sixteen (16) to twenty-one (21) years of employment – 5 weeks vacation
- iv) from the twenty-second (22) anniversary of employment – 6 weeks vacation

Managers are entitled to four (4) weeks' vacation.

Directed Vacation – Central Office Staff

The Board of Education has determined that central office will be closed for five (5) days during the Christmas vacation period and five (5) days during the months of July and August, to be scheduled by the Superintendent of Division Services. This decision will have no impact on vacation entitlement listed above. This section is not applicable to the following positions: Caretaker Foremans, Maintenance Technicians, Electricians, Carpenters and Bus Mechanics

Substitution

Where an employee's illness or injury requires hospitalization or confinement to bed under a doctor's care for a period of five (5) consecutive working days or more,

- i) during the employee's annual vacation; or
- ii) immediately prior to the employee's annual vacation;

Such hospitalization or confinement time shall be considered as sick leave. The employee shall provide evidence satisfactory to the Director of Education of such hospitalization or confinement. The employee may take equivalent time as vacation at a later date as arranged with their immediate supervisor.

Compensation

Employee annual salaries are inclusive of vacation pay.

SECTION 4: PUBLIC HOLIDAYS

Entitlement – Academic Year Employees

The Board recognizes the following as public holidays for academic year employees for the following days, which fall within their work year:

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

or any civically proclaimed holiday within the employee's work year.

Entitlement – Calendar Year Employees

The Board recognizes the following as public holidays for calendar year employees:

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

or any civically proclaimed holiday within the employee's work year.

Compensation

Employee annual salaries are inclusive of public holiday pay.

SECTION 5: SICK LEAVE

Definition

- a) Sick Leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act, 1979 or The Automobile Accident Insurance Act.
- c) There is to be no loss of sick leave credits or salary for time off due to compulsory quarantine of the employee when certified by a medical officer.

Entitlement

- a) Academic year employees shall earn sick leave with pay at the rate of two (2) days per month to a maximum of twenty (20) working days per year
- b) Calendar year employees shall earn sick leave with pay at the rate of two (2) days per month to a maximum of twenty-four (24) days per year

- c) The unused portion of an employee's sick leave shall accrue to their credit, the accumulation not to exceed one hundred and eighty (180) days at any time.
- d) No employee shall accumulate sick leave credits when that employee is:
 - i) sick in excess of thirty (30) calendar days; or
 - ii) on a leave of absence without pay pursuant to Section 2 entitled "Leaves of Absence"; or
 - iii) laid off

Deductions from Accumulated Sick Leave

Employees on sick leave shall draw first from the current year's sick leave credits and then from their accumulated sick leave account on the basis of one (1) day's regular pay for each work day that they are absent due to illness until such credits are exhausted. It shall be the duty of every employee who is absent due to sickness to notify their immediate supervisor.

Proof of Illness

The Board reserves the right in the event of an application for sick leave to require a medical certificate at the time of notice or during an illness. Where a health care professional charges for the certificate the Board will reimburse the employee upon submission of a receipt. Health care professionals are those defined by the WCB Act Section 2 (L) (1).

The Board may require a second medical certificate from a health care professional at the expense of the Board. Employees off work for an extended period of time (e.g. over 30 days) shall provide periodic medical updates in writing to their immediate supervisor upon request.

SECTION 6: WORKING CONDITIONS

Hours and Days of Work (Full-time) – Calendar Year Staff

Central Office Staff: 7.5 hours per day or 37.5 hours per week, 260 days. The number of days will increase to 261 in some calendar years and 262 in some leap years.

Facilities & Transportation Field Staff: 8 hours per day or 40 hours per week, 260 days. The number of days will increase to 261 in some calendar years and 262 in some leap years.

Hours and Days of Work (Full-time) – Academic Year Staff

Cafeteria Managers: 7 hours per day, days of the school calendar (197)

Community Education Liaisons: 7.5 hours per day, days of the school calendar (197)

Office Managers: 7.5 hours per day, days of the school calendar (197)

Occupational Therapists: 7.5 hours per day, days of the school calendar (197)

Speech & Language Pathologists: 7.5 hours per day, days of the school calendar (197)

Student Support Worker: 6 hours per day, student days

Student Service Counselors: 7.5 hours per day, days of the school calendar (197)

Overtime

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time authorized in advance by the manager worked beyond eight (8) hours in a given day or (40) hours in a given week will be considered as overtime and will be compensated in accordance with *The Labour Standards Act*.

Employees authorized to work overtime have the option of being paid for overtime or the option of banking time-in-lieu at appropriate overtime rates. Time-in-lieu shall be tracked by the employee and the immediate supervisor. Employees, who work on the basis of the academic year, must use time-in-lieu prior to June 30 of the given school year. Employees, who work on the basis of the calendar year, must use time-in-lieu prior to August 31.

Scheduling

The days to be worked and the daily hours of work, including starting time, meal and rest breaks, and finishing times, shall be determined by the applicable supervisor after consultation with the employee and shall be communicated to the employee.

Occupational Health and Safety

The parties agree to adhere to the relevant portions of The Occupational Health And Safety Act, 1993 and the Regulations made thereunder.

Harassment in the Workplace

Every employee is entitled to employment free of harassment. South East Cornerstone School Division is committed to a harassment free workplace where everyone is treated with dignity and respect. Further information can be viewed in *Administrative Procedure 403: A Respectful Environment for Work and Learning* and *Administrative Procedure 404: Violence in the Workplace*.

Employee Benefits Plan

All non-LEADS employees will be provided with the applicable SSBA Group Benefits Plan. Currently, this plan includes:

- Employee Life Insurance
- Accidental Death and Dismemberment
- Long Term Disability
- Extended Health
- Vision
- Dental
- Employee & Family Assistance Plan

Contributions During Leaves of Absence

The Board will continue to pay their share of the cost for the benefits plan when the employee is on an approved leave of absence with pay.

The employee will be responsible for the Board's share of the cost for the benefits plan when the employee is on an extended approved leave of absence without pay.

Post Retirement Benefit Bridging

When retiring, an employee can extend all benefits (except disability) for up to six months. The cost shall be fully funded by the employee and there will be no cost incurred by the Employer for this benefit. Any such benefit bridging extensions will be subject to any benefit plan restrictions.

Pension Plan

Non-LEADS Employees shall participate in the Municipal Employees' Pension Plan and make contributions thereto in accordance with the terms of said pension plan.

Compensation

Salaries will be reviewed annually in accordance with *Administrative Procedure 407: Wage Compliance/Adjustments* and *Administrative Procedure 518: Cost of Living Allowance*.

Payment of Wages

Employees shall be paid on or before the 25th day of the month by direct deposit to the employee's financial institution. When the 25th of the month falls on a weekend, payment will be made on the previous Friday.

Salary Increments

Employees will receive his or her next applicable increment based on the anniversary date from his or her date of hire. Employees with an anniversary date prior to the 15th of the month will receive the wage increment retroactive to the 1st of the month. Employees with an anniversary date after the 15th of the month will receive the wage increment the 1st day of the following month.

Employee Resignation

An employee when terminating his or her employment shall make every effort to give the Board written notice of one (1) month unless otherwise stated in his or her contract of employment. Upon resignation, all rights and provisions provided through this agreement are forfeited.

SECTION 7: HANDBOOK REVIEW AND AMENDMENTS

The South East Cornerstone School Division will review this handbook on an annual basis and will make amendments where applicable.

APPENDIX A

Student Service Counselors

Professional Development

A fund will be created based on the following formula:

- a) \$500.00 / employee plus \$2,000.00
- b) PD committee of employees elected to determine PD needs and to allocate funds
- c) Director or Designate as member of committee
- d) Application process to be determined by committee
- e) Final approval of PD fund allocations by Director

Bursaries

- a) SECSO shall establish a bursary fund in the amount of \$2,000 per academic year for the purpose of improving professional qualifications of its counseling staff through a recognized and accredited post-secondary institution.
- b) A committee made up of the Director or designate and two (2) members of the Counselors' Association will determine a criteria for disbursement of the fund each year based on meeting the needs within the division.
- c) Counselors shall apply to the committee for bursaries. Based on the criteria set out by the committee, the Counselor may receive partial or complete reimbursement for approved classes.
- d) Reimbursement will be dependent on successful completion of the class.

Work Defined

1. Regular Duties:

Regular duties are defined as those that are required to be carried out on a regular, daily, or reoccurring basis and are related to the meeting of an employee's normal role and responsibilities. Essentially, the core duties and activities normally recognized as being related to the position. The daily hours worked can vary depending on the job demands and regular duties may not always occur within the confines of what is considered to be a normal work day but are worked as and when required.

2. Traumatic Events:

Traumatic events are defined as those events where the employee is required to attend, assist, or provide services related to unscheduled occurrences of a more rarely occurring nature (fatalities, overdose, assault,

suicide watch or attempt, etc.). Traumatic events occur outside the confines of what is considered to be a normal work day \ work week (late at night, weekends, etc.) and are generally not resolved in a short period of time. In traumatic events situation the counselor maybe contacted by the Superintendent of Education or designate for response purposes. Counselors responding to a traumatic event should inform the Superintendent of Education or designate as soon as it is reasonable to do so.

3. Special Services:

Special services are defined as those events that are approved (by Superintendent of Education or designate), planned and scheduled in advance that occur on an ongoing and regular basis where the employee has been directed to provide a specific service on a more long term basis (parenting classes etc.)

Traumatic Event and Special Service Time Management

1. Balancing of Hours:

For hours worked other than those defined in regular duties the employee is required to take the equivalent number of hours off of work with pay. Employees are required to balance their hours on an ongoing basis and when directed to provide special services they should adjust their weekly schedule to compensate accordingly.

2. Accrued Hours:

In the event that a Counselor is required to provide special services and they are unable to balance their hours due to job demands or, if they have accrued hours as a result of responding to a traumatic event they will be permitted to accrue up to a maximum of two (2) work days. No additional hours may be accrued until the employee's accrued hours bank has been reduced to less than (2) two days. Counselors must schedule these days or hours off for student non-contact days or time and are not permitted to take more than one (1) day off at a time or combine these days with any other leaves without prior approval.

APPENDIX B

Speech & Language Pathologists and Occupational Therapists

Professional Development

A fund will be created based on the following formula:

- a) \$500.00 / employee plus \$2,000.00
- b) PD committee of employees elected to recommend allocation of funds
- c) Director or designate as member of committee
- d) Application process to be determined by committee
- e) Final approval of PD fund allocations by Director or designate

Bursaries

- a) SECSO shall establish a bursary fund in the amount of \$2,000 per academic year for the purpose of improving professional qualifications of its SLP\OT staff through a recognized and accredited post-secondary institution.
- b) A committee made up of the Director or designate and two (2) members of the Speech & Language Pathologists & Occupational Therapist Association (SLP\OT's) will determine the criteria for disbursement of the fund each year based on meeting the needs within the Division.
- c) SLP's\OT shall apply to the committee for bursaries. Based on the criteria set out by the committee, the SLP\OT may receive partial or complete reimbursement for approved classes.
- d) Final approval of bursary fund allocations by Director or designate.
- e) Reimbursement will be dependent on successful completion of the class.

Work Related Expenses

- a) Where applicable, all SLP\OT's will be compensated for incurred expenses on approved job-related activities according to administrative procedures. The Division will make available through its websites the rate information, policies and procedures related to travel expenses.
- b) The Board shall reimburse the Speech Language Pathologist for the use of their personal cell phone. The reimbursement shall constitute all reasonable costs incurred by the Speech Language Pathologist to complete the required duties of the position, up to \$30.00 per month.
- c) The Board shall pay the annual membership fee on behalf of the SLP\OT for his/her participation in professional development associations as required to the office held.

APPENDIX C

Supplemental Employment Benefits Plan

The Board recognizes 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. Therefore, during this period the Speech Language Pathologist will be paid under the provisions of the “Supplemental Unemployment Benefits Plan” (SUB Plan). The plan will be administered as outlined in the Provincial Collective Bargaining Agreement between the Boards of Education and the Government of Saskatchewan and the Teachers of Saskatchewan.

The above provision shall be grandfathered and only apply to the following employees:

Amy Burton, Sara East, Kellie German, Christy Henry, Amber Istace, Christa Pryce, Angie Phenix, Deena Offet, Kalee Scott, Alisa Sonnenberg, Susan Swirski