# CONDITION

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
- o Positions currently not represented by CUPE or STF

#### **Section 1: Probation**

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

# Section 2: Hours of Work & Flexible Working Arrangements

- 2.1 The hours of work for each employee, including start and stop time and any entitled meal breaks, shall be determined by the immediate supervisor and communicated to the employee.
- 2.2 Any pre-approved time worked in excess of eight hours per day (40 hours per week) by any employee shall be considered to be overtime and employees shall be paid 1.5 times their regular rate of pay for that time.
- 2.3 No employee shall work in excess of his or her regularly scheduled hours of work or overtime or work on a public holiday, unless expressly authorized to do so by his or her immediate supervisor.

#### 2.4 Flexible Work Arrangements

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

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

#### 2.5 Flexible Work Arrangements – Irregular Accumulations

All employees will have the option of banking 30 minutes each day. All such arrangements must be approved by the employee's supervisor. Flex time is intended as an hour-for-hour arrangement. Extra time worked will be banked for use by the

# Section 4: Annual Vacation

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## 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 unable because of age or medical condition to attend medical appointments alone, provided such appointments cannot be scheduled during non-working hours; and in the event that no one other than the employee can provide for the needs of a spouse, child or parent during an illness.

6.4 Maternity/Parental/Adoption Leave

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

Leave of up to two (2) days with pay shall be granted to a parent at the birth of or adoption of his/her child.

6.5 Compassionate Care & Bereavement Leave

For the purpose of this agreement:

x 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.

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

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

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

#### d) Family Responsibilities

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

#### 6.6 Leave for Jury Duty and Witness Leave

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

#### 6.7 Pressing Leave

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

#### 6.8 Convocation Leave

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

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

#### 6.9 Other Leave

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

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

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

# Section 8: Special Clothing Allowance

- The Employer will furnish, without charge, such clothing as may be required by the Employer in order for the employee to perform his/her duties.
- 8.2 Upon prior approval and with proof of receipt, maintenance staff required to wear protective footwear will be reimbursed up to a maximum of two hundred fifty

### **Section 9: Core Benefits**

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

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# 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.
- The employer agrees to provide non-probationary journeypersons and apprentices who are required to use their own tools to carry out the majority of their duties, with a \$500 per year tool allowance to be included in the employee's first pay in September of each year. This allowance is taxable incomeand 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/ Parental SEB Plan Benefit

16.1 Employees on leave in accordance with 6.4 shall be eligible for Supplemental Employment Benefits (SEB) Plan benefits. Eligible employee shall mean an Employee who has completed at least twenty (20) weeks of employment (excluding unpaid leaves, holidays or school breaks) prior to commencing maternity/parental/adoption leave.

#### 16.2 Entitlement

- 16.2.1 An employee is eligible for SEB Plan benefits if he orshe is:
  - a) 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
  - b) on maternity or parentalleave.
- 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 In instances where two Employees share the maternity/parental/adoption leave and both are in receipt of El benefits, either or both Employees shall

d)

vi) For the period beyond one (1) year after the date of injury, the employee will receive payments only as provided directly by the Workers' Compensation Board to the employee.

#### i) Casual Employees

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

Appendix – Classification Chart

Department	Position	Full time hours per day	Days per year including stats
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