

# Lloydminster Catholic School Division



## Administrative Procedures 404 Human Resource Practices for Support Staff

August 2018

# Lloydminster Catholic School Division

## Support Staff Working Conditions

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## **Human Resource Practices for Support Staff**

Administrative Procedures 404 “Human Resource Practices for Support Staff” has been created to outline the procedures related to contract and benefits. AP 404 applies to all personnel not included in the Lloydminster Catholic School Division’s LINC Agreement, including as listed in Appendix A.

### **1. AP Renewal Process**

- 1.1. AP404 to be reviewed annually with a recommendation by the Director of Education under the same cycle as the LINC. Adjustments to the support staff benefit package shall reflect:
  - 1.1.1. C.O.L.A. (Cost of living allowance) equivalent to the provincial agreement for teachers; and
  - 1.1.2. LINC (Local Implementation Negotiation Committee) agreement amendments with are directly applicable.

### **2. Probationary Period**

- 2.1. All support staff are placed on a probationary period upon hiring. The probationary period for instructional / administrative support staff is three (3) months and the probationary period for caretaking staff is six (6) months.
- 2.2. If either the employee or the Lloydminster Catholic School Division decides that employment expectations don’t match, during the probation period, they may discontinue their relationship, without notice. Upon completion of the probationary period, except in the case of temporary contracts, the employee shall be considered a regular employee.

### **3. Contracts of Employment/Pay Period**

- 3.1. The employee will sign a contract of employment. Employees working a ten-month contract will be paid over 10 months and employees working a twelve-month contract will be paid over 12 months. All employees will be paid on a semi-monthly basis, 15<sup>th</sup> & month-end. Ten-month paid employees on a temporary contract for less than a full year shall be paid hourly.
- 3.2. All ten-month contract employees will be issued a Record of Employment (ROE) at the end of June each year.
- 3.3. Increments shall be paid, according to the established grid based on full time equivalency.
- 3.4. A memo advising employees of a cost of living adjustment or increment adjustment will be enclosed with the regular pay stub at the time the adjustment becomes effective.

#### **4. Wage Schedule**

- 4.1. A salary grid for each personnel category: (AP404A Appendix Support Staff Hourly Rate).
- 4.2. Caretaker Evening Shift Premiums
  - 4.2.1. Caretakers working the evening shift shall receive an evening shift premium for hours worked after 6:00 p.m. as per salary grid Appendix 404A.
  - 4.2.2. The caretakers who work evening shifts will complete a monthly time card recording the hours worked. They will submit these hours to the school secretary who will forward to the Payroll Department monthly.
  - 4.2.3. The shift premium will be paid out on the following months' payroll.
- 4.3. Part-time staff taking on a subbing position will be paid at their regular rate of pay when subbing within our own division. Additional hours not to exceed 40 hours per week (total hours worked).

#### **5. Employee Benefits**

- 5.1. A minimum of 15 hours per week to be eligible to participate in the Employee Benefits Plan.
- 5.2. Employees shall participate in the Employment Benefit Plan following the probationary period. The employer shall pay fifty (50) percent of the CORE package benefits which consists of group life insurance, accidental death and dismemberment, long term disability and Resilience (EFAP). Health, dental and vision plans are available for all support staff. The Board shall pay \$20 per month for each of the costs of the health and dental plan premiums and pay 100% of the vision care plan premiums.
- 5.3. The CORE benefits only as outlined above increase to seventy-five (75) percent Board paid after five (5) years of service and one hundred (100) percent Board paid after ten (10) years of service.
- 5.4. A meeting shall be scheduled with the SSBA representative to update all employees regarding benefits upon the request of the support staff.
- 5.5. The Employee Benefit Plan shall be partially funded by the support staff employees Employment Insurance rebate.
- 5.6. Employees on an unpaid leave who opt to continue benefits during leave are required to pay both employee and employers share.
  - 5.6.1. To be paid by the 1<sup>st</sup> of each month.

#### **6. Pension**

- 6.1. The main objective of the MEPP (Municipal Employees' Pension Plan) is to provide support staff with retirement income. Participation in the Municipal Pension Plan is required under The Municipal Employees' Pension Act and subsequent amendments.
- 6.2. Legislated rate by MEPP and matched by the employer.

- 6.3. Employees on an unpaid leave who opt to continue benefits during leave are required to pay both employee and employers share as allowed by MEPP.

## **7. Mileage and Car Allowance**

- 7.1. Car Allowance options:
  - 7.1.1. A monthly car allowance (a taxable benefit) will be recognized for designated personnel based upon travel.
  - 7.1.2. Excessive travel will be on a contract basis if a higher allowance is required for extra-ordinary circumstances.
  - 7.1.3. Determination of option 1 or 2 to be determined by September 15, or at the time of hiring.
- 7.2. Part-time employee's pro-rated level to be determined at time of hiring based on expected amount of driving.

## **8. Clothing Allowance**

- 8.1. An annual clothing allowance of \$275.00 shall be provided to caretaker, maintenance and kitchen staff.
- 8.2. This allowance will be pro-rated for part-time employees.
- 8.3. This allowance shall be administered by applying a percentage of the allowance on each pay.

## **9. Leaves of Absence**

- 9.1. Criteria for Leave from Assigned Duties:
  - 9.1.1. Requests for leave of three or more days must meet the following criteria:
    - 9.1.1.1. Leave requests must be received by the Principal a minimum of two weeks prior to the leave.
    - 9.1.1.2. Final approval is contingent upon availability of an appropriate substitute.
    - 9.1.1.3. A detailed work plan documenting specific duties/responsibilities must be provided for consideration of the Principal a minimum of one week prior to the leave.
  - 9.1.2. All requests for leave are to precede all travel arrangements and financial commitments.
- 9.2. Sick Leave:
  - 9.2.1. Employees shall be entitled to 2 days' sick leave per month with full remuneration and prorated per contract for part-time employees.
  - 9.2.2. For each year of service with the Lloydminster Catholic School Division sick days shall be accumulated to a maximum of one hundred and twenty days (120).
  - 9.2.3. An employee can draw consecutive sick leave credits (days) required to provide an income bridge from their date of disability to the date of a Long

Term Disability claim (105 calendar days) or until their sick leave bank is exhausted, whichever is less. Employees who are, or anticipate being unable to work due to a long term disability, are expected to apply for Long Term Disability after using four (4) consecutive weeks of sick leave. An employee whose LTD claim is not approved has the option to return to work provided medical clearance to do so is given by their physician.

- 9.2.4. An employee covered under the Worker's Compensation Act and entitled to receive benefits under that act will not be covered by this sick leave policy.
- 9.2.5. The Director of Education will provide the employee with the required documentation, at the time of the request, (e.g. long-term disability form) as determined by the type or extent of the leave request.
- 9.2.6. The Director of Education may require proof of medical fitness prior to the employee's return to work.

### 9.3. Compassionate Leave:

- 9.3.1. Compassionate leave of absence shall be specifically defined as permission of an employee to be absent from duty for the express reason of serious illness, serious accident or death of an immediate member of his/her family.
- 9.3.2. Immediate family shall be interpreted as consisting of the following relationships only: Husband, wife, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, step-mother, step-father, step children, step-siblings, aunt, uncle, niece and nephew.
- 9.3.3. The employee's superior shall submit to the Principal, on the form prescribed or by letter, the nature of the affliction and the relationship of the family member. The Principal may require proof of family affliction and reserves the right to withhold remuneration for the leave period pending satisfactory proof.
- 9.3.4. In an emergency situation, where time is a limiting factor, requests may be phoned into the Principal or his or her superior.
- 9.3.5. Up to three days' compassionate leave of absence will be permitted with full pay. Upon the recommendation of the Principal, an additional two days may be granted by the Director of Education. Further leave may be granted at the discretion of the Director of Education.
- 9.3.6. The Director of Education may allow compassionate leave of absence for any other reason deemed warranted.
- 9.3.7. The Director of Education shall grant one day with pay to act as active pallbearer, or eulogist. The Director of Education reserves the right to verify attendance.

### 9.4. Maternity, Paternity and Adoption Leave:

- 9.4.1. Maternity, Paternity and Adoption Leave shall be granted as outlined in The Saskatchewan Labour Standards Act (Sections 23-29.2).

9.5. Special Leave:

9.5.1. The Principal shall grant leave without loss of salary for events occurring within one school year which include the following:

9.5.1.1. Attendance at graduation or convocation of self or spouse, child or parents (one day).

9.5.1.2. For the purpose of receiving a child who is being adopted by the employee (one day).

9.5.1.3. Two days are provided for one of the following:

9.5.1.3.1. Attending to the need of a dependant (less than age 19) sick child, or

9.5.1.3.2. The health needs of a parent, or

9.5.1.3.3. The health needs of a spouse, or

9.5.1.3.4. Paternity day for the birth of child.

9.6. Leave for Civic Duty:

9.6.1. An employee shall be allowed leave with no loss of monies when subpoenaed to appear as a witness in court or to act as a jury member.

9.6.2. Any remuneration awarded by the court, over and above actual expenses incurred by the witness, shall be turned over to the employing School Board. The employee will receive the amount of remuneration awarded by the court if it exceeds the employee's salary in lieu of basic salary.

9.7. Extended Leave of Absence:

9.7.1. The Director may grant an employee a leave of absence for one year, without pay.

9.7.2. Applications for such leaves of absence shall be directed to the Director of Education not later than June 1st, for leaves commencing in August or September of the next school year, and not later than September 30 for leaves commencing January 1st or later.

9.7.3. Upon return from Leave of Absence, the Director of Education reserves the right to offer to the employee any position vacant in the jurisdiction, which may not necessarily be the one he/she left. However, every attempt will be made by the Director of Education to offer the employee a position which is suitable and acceptable to both parties concerned.

9.8. Leave of Absence (Short Term):

9.8.1. The Director of Education may grant an employee a leave of absence for a period between 30 calendar days but less than a full year, without pay.

9.8.2. Applications for such leaves shall be directed to the Director of Education a minimum of 30 calendar days prior to the start of the leave.

9.8.3. The leave will be considered and will be dependent upon the ability to procure appropriate coverage for the employee's responsibilities and the impact to the continuing operations. Operational schedules will need to be considered prior to approval.

9.9. Leave from Assigned Duties:



Believing that the needs of the students are best served by the support staff who have been hired to fulfil those duties, the following criteria are deemed imperative when considering support staff leave of absence from the duties.

9.9.1. Leave from duties shall not exceed a period of 5 consecutive teaching days, unless approval is received from the Director of Education for recognition of extraordinary, extenuating circumstances.

9.9.2. The Principal may grant up to three days annually as “Leave Without Pay”.

9.9.3. Any request for “Leave Without Pay” beyond the maximum must be approved by the Director of Education for recognition of extraordinary, extenuating circumstances beyond the control of the employee and requiring the absence (e.g. Death of a close friend) and not for personal time (eg. Holidays, attendance at child’s sporting events and activities).

## **10. Personal Wellness Day**

10.1. The Principal may grant leave without loss of salary for events occurring within one school year which include the following:

10.1.1. Personal Wellness Day to attend appointments or address personal matters (one day – no carry over).

10.1.2. Request for Leave Form shall be received by the Principal two (2) weeks in advance unless circumstances are approved by the Director of Education.

10.2. Personal Wellness Day must be scheduled no later than June 15. If no Personal Wellness Day has been scheduled to be taken before the last day of the current school year, the day will be paid out with the June payroll at the sub rate for the employee’s current position.

10.3. Temporary Contracts: There will be no time off recognized for temporary contracts less than a full year. The proportion of time earned will be paid out at the end of the contract period.

## **11. Personal Interest Day (PID)**

11.1. All support staff are entitled to a Personal Interest Day, allowing flexibility to address any type of personal matter (one day – no carry over). Request for Leave Form shall be received by the Principal two (2) weeks in advance unless extenuating circumstances are approved by the Director of Education.

11.1.1. Personal Interest Day must be scheduled no later than June 15. If no Personal Interest Day has been scheduled to be taken before the last day of the current school year, the day will be paid out with the June payroll at the sub rate for the employee’s current position.

11.1.2. Temporary Contracts: There will be no time off recognized for temporary contracts less than a full year. The proportion of time earned will be paid out at the end of the contract period.

## **12. Recognition of Exemplary Service Day (RES)**

- 12.1. All support staff are entitled to Recognition for Exemplary Service Day. This will be a designated day that will be identified in the school calendar.
- 12.2. If you are a part-time employee and you are not scheduled to work on the day assigned for RES, you may take another day in lieu of RES as approved by your Principal.

## **13. Hours of Service Increments**

- 13.1. When working in two or more positions within the school division, the total hours worked shall be recognized for incremental purposes.
- 13.2. No employee shall receive more than one (1) increment per year per position held.
- 13.3. The term of leave on Long Term Disability or unpaid leave of absence is not credited towards hours for salary increments.

## **14. Hours in Excess of Contract**

All hours in excess of contract must be approved by the supervising Principal or Chief Financial Officer prior to being accumulated. All hours in excess of 2 days (days = # of hours as per contract) must be either used within the month or will be paid out the following month. All time in lieu banks must be cleared by June 30th each year.

Hours in excess of contract may not be used in conjunction with other entitlements.

## **15. Vacation**

- 15.1. 10 month / Part-time Temporary Contract Employees' Vacation Pay
  - 15.1.1. Holiday pay will be included in each pay period.
  - 15.1.2. Holiday pay will be calculated at 5.77% of annual wages as defined in The Saskatchewan Labour Standards Act.
  - 15.1.3. After 10 years of service, employees are entitled holiday pay as defined in The Saskatchewan Labour Standards Act. Holiday pay would then be calculated at 7.69% of annual wages.
  - 15.1.4. After 15 years of service, employees are entitled to holiday pay. Holiday pay would then be calculated at 9.62% of annual wages.
- 15.2. 12 month employees Vacation Entitlement
  - 15.2.1. All employees are entitled to a minimum of three (3) weeks of vacation as defined in the Saskatchewan Labour Standards Act.
  - 15.2.2. After 10 years of service, employees are entitled to four (4) weeks' vacation as defined in The Saskatchewan Labour Standards Act.

- 15.2.3. After 15 years of service, employees are entitled to five (5) weeks' vacation pay.
- 15.2.4. An additional day of vacation each year after the 20th year of service to a maximum of 6 weeks' total holidays.
- 15.2.5. Caretaker vacation time must be scheduled during non-contact days during the academic year. (i.e. Spring Break /Easter / Summer / Christmas).
  - 15.2.5.1. A vacation plan for each academic year must be submitted and approved by the Principal no later than April 15th each year.
- 15.2.6. Vacation time must be taken in the year earned unless written approval for an exception is granted by the Director of Education or Chief Financial Officer.
- 15.2.7. Vacation time will not be earned when not on Lloydminster Catholic School Division payroll. (i.e. Long Term Disability, unpaid leave of absences)

## **16. Resignation, Redundancy, and Termination**

- 16.1. If an employee wishes to resign, four (4) weeks written notice of the resignation shall be provided, unless there is mutual agreement for a shorter period of notice.
- 16.2. Under The Saskatchewan Labour Standards Act, an employer must give written notice to an employee before a lay-off or a discharge occurs. If this notice is not given, pay in lieu of notice is required. Minimum notice is required for termination according to Saskatchewan Labour Standards. The minimum notice depends on an employee's length of service or as follows:

<u>Length of Service</u>	<u>Minimum Notice</u>	<u>Length of Service</u>	<u>Minimum Notice</u>
0-3 months	0 weeks	3-5 years	4 weeks
3 months–1 year	1 week	5–10 years	6 weeks
1–3 years	2 weeks	10 plus years	8 weeks

- 16.3. In all circumstances consideration of the educational needs of the student shall be given first consideration in the redeployment of staff. If there is a match between requirements of the position and the abilities of the individual employee, preference shall be given to the employee who possesses or are in the position to acquire, the academic and qualifications needed for the position. Years of service with the school division shall be a key determinant in staff retention. However, personnel with specialized training and experience shall be given first priority in circumstances where student needs can be best served by utilizing previously demonstrated skills.

## **17. Public Holidays**

- 17.1. Public Holidays are awarded in accordance with The Saskatchewan Labour Standards Act. Employees who work the school year shall receive the benefit of the public holidays within the ten-month school year.
- 17.2. Statutory Holidays:
  - 17.2.1. 10 month employees will be recognized for eight public holidays that fall within the school year: New Year's Day, Good Friday, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Family Day.
  - 17.2.2. 12 month employees will also be recognized for Easter Monday, Canada Day, Saskatchewan Day / Heritage Day & Boxing Day.
- 17.3. Public holiday pay shall be calculated on the basis of contractual obligations.

## **18. School Year / Hours of Work**

- 18.1. The Director of Education shall formulate and distribute a school year schedule defining the opening and closing dates of the schools.
  - 18.1.1. Schedules to be defined in Appendix 404 by position per calendar and to be posted no later than June 15th each year.
  - 18.1.2. Contract days without pupils in attendance shall be specifically defined as either in-service days or as days to be taken as earned days off.
- 18.2. In accordance with the Saskatchewan Labour Standards Act employees that work more than 5 hours are required to take a 30-minute unpaid meal break.

## **19. Personnel Recruitment / Hiring**

- 19.1. The Director of Education shall recruit the best-qualified person in terms of experience and education for each position available within the system.
- 19.2. In the event of the need to reduce staff, every effort shall be made to ensure the continuing employment of all employees wishing to remain in the division.
- 19.3. All support staff positions, which become available within the system, may be internally posted at the discretion of the Deputy Directors or Chief Financial Officer.
- 19.4. All factors being equal, employee requests for transfers will be given full consideration, providing the employee possesses the skills and/or the necessary expertise to fill the position.

## **20. Remuneration for Noon Hour Supervision**

- 20.1. Each employee shall be granted a maximum of six (6) days per school year, in recognition of direct service supervising students over the lunch hour.
- 20.2. The days in lieu of supervision granted shall be in direct proportion to the number of hours for noon hour supervision (i.e. 1 hour "in lieu" for 1 hour of supervision).
- 20.3. All full time support staff shall be provided a minimum of 30 minutes of duty free time, for lunch (unpaid/unassigned time).

- 20.4. Days in lieu of supervision shall be assigned during non-contact times with students, whenever possible.
- 20.5. If additional hours are scheduled for noon hour supervision, in circumstances where personnel are assigned responsibility for a specific student, a pay-out shall be provided by June 15. The payout of additional hours will be approved by Principal and forwarded to payroll before June 15th.

## **21. Support Staff Skill Development**

Request for professional development leave (including workshops, conferences or educational programs) must meet the following criteria:

- i. Must be pre-approved by the direct supervisor
- ii. The School Division may pay the cost of the workshop, conference or educational program.
- iii. The School Division may pay the mileage, meals and accommodation.
- iv. The School Division may compensate at the appropriate hourly rate of pay the time spent within the course, workshop, etc. exclusive of overtime and shift differential.
- v. Travel time will not be compensated.

- 21.1. All skill development required by administration will be covered with central office funds. All expense remuneration shall be paid at the rates established by the Board of Education.
- 21.2. The School Division will annually allocate budgeted funds for "Support Staff Skill Development."
- 21.3. A support staff skill development shall be planned and authorized to ensure appropriate school operations:
  - 21.3.1. The designated Senior Administrator shall approve large group (i.e. participation by all members of the group) activities during pre-approved days of school closure whenever possible.
- 21.4. The Principal will authorize individual or small group skill development activities designed to advance support staff services to students and the responsibilities of the job assignment.
- 21.5. Support staff shall complete and submit a Professional Learning form to the Principal at least two weeks in advance. (Form 411)

## **22. Bursaries**

- 22.1. Financial assistance should be available for job related courses approved by the Director of Education.
- 22.2. The support staff employee shall submit a letter of application to the Director of Education prior to commencement of classes. The Director shall provide written notification of approval, with a cc to the Principal and supervising Director if applicable, as soon as possible following receipt of the application.
- 22.3. Payment shall be made upon receipt of the course official transcript of a passing mark.

## **23. Job Descriptions / Deployment**

- 23.1. The school division's Administrative Procedures guide the deployment of support staff.
- 23.2. School policies and procedures based on these guidelines should be developed to include such matters as:
  - 23.2.1. adequate role descriptions;
  - 23.2.2. the clear designation of supervisory responsibility for support staff;
  - 23.2.3. provision for the orientation and training of support staff;
  - 23.2.4. procedures for intervention in student management; and,
  - 23.2.5. The school division's "Issue Resolution Protocol" will guide the formal interactions between the employee, parents, and the public. (AP140)
- 23.3. Job descriptions shall be developed and reviewed in consultation with the school based administration and central office administration, on an annual basis.

## **24. Evaluation**

- 24.1. An evaluation shall be held each year with every support staff and their Principal or designate.
- 24.2. Such an evaluation could include discussions regarding job duties and responsibilities, normal day-to-day problems and difficulties including suggestions to facilitate improvement of the employee or system in regard to our public image or desired philosophical goals, and would all be a part of the support staff's personal growth plan for the future. This could include establishing and implementing a more formal format to include tools designed to promote growth.

## **25. Long Service Awards**

The Board of Education recognizes long service awards for employees within the Lloydminster Catholic School Division as per AP 408.

## **26. Deferred Salary Leave**

- 26.1. The Board provides a Deferred Salary Leave Plan in accordance with Canada Revenue Agency Taxation guidelines.
- 26.2. The Support Staff Member may apply to the Director of Education referencing the guidelines outlined in AP 412.

## **27. Volunteerism / Extra-Curricular Recognition**

All support staff will be recognized for volunteerism to support school sanctioned extra-curricular events and activities using the terms and conditions defined in AP409 "Volunteerism / Extra-curricular Recognition."