

# **AGREEMENT BETWEEN**

**HORIZON SCHOOL DIVISION# 205**

**AND**

**HORIZON SUPPORT STAFF  
ASSOCIATION**



**Including the following schools:**

Annaheim  
Englefeld  
Humboldt Public  
Lake Lenore  
Muenster  
St. Brieux  
Three Lakes  
Watson

September 1, 2015-August 31, 2019

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## 1. General:

- 1.1 The Board of Education values the unique services that support staff provides to our students, and to our education program.
- 1.2 This document outlines the wages, benefits and general conditions of employment that apply to the non-unionized school based support staff employed by the Horizon School Division #205 at Anaheim, Englefeld, Humboldt Public School, Lake Lenore, Muenster, St. Brieux, Three Lakes, and Watson, effective September 1, 2015 - August 31, 2019. No other wages or benefits are provided other than those included herein and those required under applicable legislation.
- 1.3 A copy of this document shall be provided for each support services member and the principal.
- 1.4 All new employees are subject to a probationary period of three (3) months.

## 2. Definitions:

- 2.1 "Support Services Staff" means staff members that may be employed for various non-teaching assignments.
- 2.2 "Permanent" staff means caretakers, school secretaries, librarians and educational assistants who are employed on an ongoing basis.
- 2.3 The number of working days and the hours of work in an academic year is determined by the Director of Education on an annual basis.
- 2.4 "Temporary" staff means caretakers, school secretaries, librarians and educational assistants who are employed for more than two (2) months of uninterrupted service (60 working days), but for less than one (1) full academic year.
- 2.5 "Substitute" staff means caretakers, school secretaries, librarians and educational assistants who are employed on a casual basis or on a continuous basis to substitute for a regular employee, for fewer than two (2) months (60 working days) of uninterrupted service.
- 2.6 A twelve (12) month period in Horizon School Division which begins on September 1st and ends on August 31st.

## 3. Problem Solving:

- 3.1 The Director of designate will meet with a committee of the Horizon Support Staff Association periodically throughout the school year to discuss issues and concerns that may arise from the implementation of the provisions within this agreement.
- 3.2 Failing to come to an agreement following meeting with the committee, the employee may appear before the Director (or designate) to present their concerns.

#### 4. Schedules and Paydays:

- 4.1 Support staff will have their specific hours of work and duties assigned by the principal and/or principal designate through consultation with the Director of Education and/or designate.
- 4.2 The employer shall pay wages and allowances on a semi-monthly basis. The employee will be paid on the 15th and the last day of the month. If those days occur on a weekend, the employee will be paid the Friday prior.
- 4.3 Employees shall have their pay equalized and paid in semi-monthly installments, from September through to June.
- 4.4 Casual employees shall receive pay on the 6<sup>th</sup> and on the 21<sup>st</sup>. If those days occur on a weekend, you will be paid the Friday prior.

#### 5. Benefits:

- 5.1 All employees who work, or are paid for a minimum of fifteen (15) hours per week are covered on the first day of the month following the completion of their three (3) month probation. Participation is a condition of employment for all employees.
- 5.2 All employees are covered twenty-four (24) hours a day and for twelve (12) months of the year.

Premiums are determined on an annual basis and deducted on a ten-month basis.

<b>BENEFIT</b>	<b>PREMIUM.</b>
Life Insurance Equivalent 2 X Annual Salary	100% Employee
Accidental Death and Dismemberment	100% Board
Long term disability-Plan B	100% Employee
Dependent Life – Plan A	100% Employee
Employee Family Assistance Plan	100% Board
Extended Health Care	50150 with Tax Effectiveness
Vision Care	50150 with Tax Effectiveness
Dental Care	50150 with Tax Effectiveness

#### 6. Sick Leave:

- 6.1 Full time employees are entitled to two (2) days sick leave with pay per month. Full Time employees will be able to accumulate sick leave to a maximum of one-hundred and eighty (180) days.
- 6.2 Accumulation of sick leave for part time employees will be pro-rated in accordance with the percentage of time worked. Part time employees may accumulate sick days to a maximum of one-hundred and eighty (180) days.
- 6.3 Sick leave shall be used for employee illness and may be used for medical, dental or eye appointments that cannot be scheduled outside of normal working hours.
- 6.4 Employees shall be eligible to use a maximum of ten (10) days of accumulated sick leave per fiscal year without loss of pay or benefits, to attend to the medical needs of an immediate

family member. Immediate family shall mean spouse, parent, sister, brother, child, stepparent, grandparent and grandchild.

- 6.5 Employees shall make every effort to schedule medical appointments early or late in the day to minimize the employee's absence from work.

## 7. Bereavement and Compassionate Leave:

### **Bereavement Leave:**

- 7.1 The Director or designate may grant up to five (5) consecutive days, with pay, for making arrangements and for attending the funeral of an immediate family member. "Immediate Family" shall mean spouse, parent, sister, brother, child, stepparent, and grandparent and grandchild.
- 7.2 In the event of the death of an employee's, grandparent-in-law, brother/sister-in-law, nephew/niece, nephew-in-law, niece-in-law, parent-in-law, the Board of Education shall grant time off up to three (3) days without loss of the employee's regular pay.
- 7.3 The Director or designate may grant leave with pay for up to one (1) day to attend a funeral as a pall bearer or as a mourner.
- 7.4 The Director or designate, may grant, upon written request, additional leave or leave for other persons, pursuant to this article.

### **Compassionate Leave:**

- 7.5 The Director or designate may grant up to three (3) days with pay compassionate leave to attend to the serious illness of a staff member's immediate family. Immediate family shall mean spouse, parent, sister, brother, child, stepparent, grandparent and grandchild.
- 7.6 The Director or designate, may grant, upon written request, additional leave or leave for other persons, pursuant to this article.

## 8. Leaves of Absence:

- 8.1 Maternity, parenting and adoption leaves are provided pursuant to the provisions of The Employment Act.
- 8.2 Provided the leave of absence does not unduly interfere with the operations of school, support staff shall have three days leave with pay per academic year, to attend to personal pressing needs. These days are not accumulative.
- 8.3 Support staff who are not taking part in Noon period supervision shall be provided three days leave without pay per academic year, where needed, to attend to personal pressing needs provided the leave does not unduly interfere with the operations of the school. These days are not accumulative.
- 8.4 Leave without pay will only be granted in extenuating circumstances.

## 9. General Leave

An employee be may be granted a leave of absence with or without and without loss of seniority. The request shall be made in writing and may be approved by the Employer based on operational feasibility and the needs of the students.

## 10. Vacation and Statutory Holidays:

10.1 This article shall serve as the notice of entitlement of vacations and statutory holidays prescribed by The Employment Act.

10.2 Vacation pay for Educational assistants, librarians, and school secretaries will be paid on a monthly basis.

10.3 Statutory Holiday pay:  
Calendar year employees shall not be required by the Employer to work on statutory holidays, which fall within their work year and will be paid on the basis of a normal day's wages for that employee for each of the following days:

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

Academic year employees shall not be required by the Board to work on statutory holidays, which fall within their work year and will be paid on the basis of a normal day's wages for that employee for each of the following days:

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

## 11. Employee Pension Plan:

Permanent employees shall be enrolled in the Municipal Employees Pension Plan after completion of their three (3) month probation. For purposes of the pension plan, a permanent employee includes full or part time, where employment is expected to continue on an on-going basis.

## 12. Seniority/Staff Reductions and Recall:

12.1 Staff Reduction:  
In the event of a reduction or elimination of an educational assistant position, the principal, in consultation with the Superintendent of Student Services, will determine the needs of the school by applying the following criteria in this order of importance:

12.1.1 Any reduction in the above named staff shall first take into account the qualifications and education of the employee as it pertains to the specific needs of the individual student or students affected by this action. For the purposes of this article, recognized education will include but not be limited to Educational Assistant Certificate courses from SIAST, Carlton Trail, or Lakeland College or other recognized technical schools or seven (7) years consecutive service as an educational assistant.

12.1.2. Those employee(s) demonstrating versatility and ability to work with a wide variety of students and having grade level adaptability and flexibility; and

12.1.3. Where the above criteria does not determine the staff members to be retained, then the seniority of the staff members will then be taken into consideration. The employee with the least seniority in that classification in the school being released from employment first.

Reductions or eliminations of school secretaries, librarians, and caretakers will be determined by the employer.

**12.2 Seniority Defined:**

Seniority shall be determined on the basis of continuous service within a classification that the employee has accumulated commencing from their date of hire (first day of work under contract). The normal interruptions during the scheduled school vacation periods shall not constitute a break in service. Seniority shall be effective from the date of hire (first day of work under contract), upon completion of the three (3) months probationary period.

**12.3 Continuous Service:**

For the purposes of seniority, all service shall be considered consecutive and continuous provided there has not been a break in employment for a period longer than twenty-four (24) months.

**12.4 Seniority List:**

The Employer shall provide all schools access to an electronic version of the seniority list.

**12.5 Seniority Forfeited:**

Seniority of an employee shall be forfeited in the event that the employee is discharged for just cause and not reinstated, voluntarily resigns from their employment, reaches the end date of a temporary contract, or is laid off for a continuous period of twenty-four (24) months.

12.6 A probationary period of three (3) months will be applied to the employee in the new position.

## 13. Vacancies and appointments

13.1 In the event that a vacancy is to be filled, the employer shall provide notice to each association member.

13.2 Reasonable effort will be made by the employer to offer the employee(s) whose position is reduced or eliminated an alternative position for which they are qualified if such a position is available. Such offer of employment may require the affected employee to relocate to a different facility in the School Division.

13.3 Transfers and offers of other employment: The employer has the right to allocate its staff as it sees fit with regard to the operational needs of the organization. Every effort will be made to manage transfers or relocation of staff in a manner that is not a hardship on the employee. Employees will not be required to transfer to a position that is greater than 30 minutes from their home location. If upon being offered a position which requires the

employee to relocate their place of employment to a location not farther than 30 minutes from their home, and the employee refuses to accept this offer then the employee will be released from employment in accordance with The Employment Act.

- 13.4 At the same time that a vacancy is posted internally, the Board may also advertise publically. All Support staff employed in the previous twenty-four months shall be considered for re-employment prior to the hiring of any new support staff.
- 13.5 Support staff within the given school that has the vacancy occurring will be given consideration before employees in other schools.
- 13.6 Effective date of signing, in situations where other employment or transfers are not available and the employee is to be laid off, the following shall serve as notice time or payment in lieu based on their years of employment with the Horizon School Division or a legacy school division:
  - a. One (1) week written notice, if the period of employment is less than one year;
  - b. Two (2) weeks written notice, if the period of employment is greater than one (1) year and less than three (3) years;
  - c. Four (4) weeks written notice, if the period of employment is more than three (3) years, but less than five (5) years;
  - d. Six (6) weeks written notice, if the period of employment is greater than five (5) years, but less than ten (10) years;
  - e. Eight (8) weeks written notice, if the period of employment is ten (10) years or more.
- 13.7 In the event that a vacancy occurs during the summer months, the vacancy will be posted electronically on the division web site, as well as emailed to all members of this agreement.

## 14. Travel Allowances:

- 14.1 When an employee is required by the employer to use a personal vehicle for school based activities and/or for professional development initiatives, the employee will be reimbursed according to the following rates:
  - a. Local, in town trips will be paid at \$5.00 per trip when approved in advance by principal.
  - b. Transporting a student from one location to another if it requires leaving town will be reimbursed at a rate determined by the employer.
  - c. Professional Development Engagements will be reimbursed at Board rates per km and as per Board protocol.
- 14.2 When traveling to workshops or conferences, it is expected that staff will carpool.

## 15. Professional Development:

- 15.1 Professional Development funds shall be allocated to the school based on two-hundred (\$200) per full time support staff employee and one-hundred (\$100) per part time employee, as determined on September 30th, and will accumulate to three-hundred (\$300)



for part time employees and a maximum of six-hundred (\$600). Per employee. The funds will be pooled and the Principal and Director (or designate) will approve the expenditures.

- 15.2 When there is a mandatory requirement to attend a professional development activity, part time employees will receive payment for the hours they attend up to the maximum number of hours allotted in that classification.

## 16. Noon Hour Supervision:

- 16.1 When needed, as determined by the principal, support staff may volunteer to provide noon hour supervision. They shall be entered into the supervision schedule for the school year and prorated to their percentage of contract of employment.
- 16.2 Full time support staff may earn up to a maximum of three (3) earned days off per school year. Part time support staff will earn days off prorated to their percentage of employment contract.
- 16.3 Support staff may accumulate earned days off to a maximum of five (5) days.
- 16.4 Where Support Staff wish to be paid out at the end of June for earned days off, they will be paid at their existing rate of pay.

## 17. Extra-Curricular Activity

Extra-curricular hours can be claimed for extra-curricular time up to fifteen (15) minutes prior to the first bell and fifteen (15) minutes following the last bell of the School Day. Extra-curricular time involves direct supervision of students participating in activities that have been recognized and approved by the Director (or designate).

School day is defined as a day that the staff member is required to be at work according to the Division calendar for that academic year.

- 17.1 Extra-Curricular  
Employees have the opportunity to earn up to a maximum of three hundred (300) hours in an academic year.
  - a. A maximum of one hundred and eighty (180) hours may be accessed as Earned Days Off (EDO's), in full or partial days, at a rate of one (1) day for every sixty (60) hours.
  - b. Hours not accessed as Earned Days Off (EDO's) will be paid out, in full or partial days, at a rate of their pay for every sixty (60) hours.
  - c. Any hours in excess of six (6) days will be paid out.
- 17.2 The maximum number of hours that will be recognized as extra-curricular time on schooldays is eight (8) and on non-school days is fourteen (14).
- 17.3 At the employee's discretion, any accumulated hours that are between zero (0) to sixty (60) may be carried over to the next year.

## 18. Flex Time

- 18.1 The scheduling of flex time requires the approval of the immediate supervisor.
- 18.2 Flex time is intended as an hour for hour arrangement.
- 18.3 Accumulation of flex time hours shall not exceed one (1) day.
- 18.4 Flex time must be taken within ninety calendar days of being earned.
- 18.5 Any flex time not accessed will be paid out on the following month's payroll.
- 18.6 Use of flex time shall not require the hiring of a substitute.

## 19. Wages:

- 19.1 Increments for all support staff members shall be implemented on the first of the month following their anniversary date of employment with the Horizon School Division #205.
- 19.2 Employees on maternity/paternity and long term disability leave (including waiting period) shall receive any missed increment (s) upon their return to work.
- 19.3 The employee shall be paid over ten (10) months with the exception of caretakers who will be paid over twelve (12) months.
- 19.4 Support staff shall have their earnings averaged over the school year-based on anticipated working hours and paid monthly with a final reconciliation done at the end of June or upon termination.
- 19.5 The EI rebate will be paid out annually to each individual staff member.
- 19.6 At the time of hire the employer shall determine initial placement on the pay grid by giving credit for recent related experience in the classification for which the employee has been hired.
- 19.7 Any currently employed Support Staff employee who provides substitute services shall be paid according to her/his current hourly rate of pay.
- 19.8 Substitutes will be paid at the lowest step of the classification in which they are working.
- 19.9 Provided they have the knowledge, skills and abilities for the positions, Horizon Support Staff Association employees will be given preference for casual work in schools within this agreement.

## 20. Caretakers:

A full-time position for a caretaker shall consist of 24,000 square feet as determined by measuring the interior of the school. The school measurements are as follows:

Annaheim	22,767 square feet	.95 FTE
Englefeld	19,069 square feet	.80 FTE

Humboldt Public	26,578 square feet	1.11 FTE
Lake Lenore	30,510 square feet	1.27 FTE
Muenster	31,230 square feet	1.30 FTE
St. Brieux	29,506 square feet	1.23 FTE
Three Lakes	26,129 square feet	1.09 FTE
Watson	29,046 square feet	1.21 FTE

## 21. Wages:

- 21.1 Support Staff substitutes will not receive retroactive payment as a result of this agreement.
- 21.2 Certification for Educational Assistants shall be defined as the successful completion of a one (1) year certificate course in Early Childhood & Development, Rehabilitation Worker, Youth Care Worker or Educational Assistant course from SIAST, Lakeland College or other recognized educational institution.

## 22. Allowances:

Allowances shall be paid in April of each year.

- a. Swimsuit Allowance

Upon submission of receipts, when employees are required to swim on a regular basis with student(s) shall receive a \$100.00 per year swimsuit/swim-shoe allowance. Employees required to swim two times or less per month shall receive a \$50.00 swimsuit allowance per year.

<b>Pay Grids</b>		
<b>Caretaker</b>	Sept 1, 2020	Sept 1, 2021
Hourly Rate	\$20.56	\$20.97
<b>Librarian &amp; Educational Assistant</b>		
Step 1	\$17.52	\$17.87
Step 2	\$19.32	\$19.71
Step 3	\$21.40	\$21.83
Step 4	\$23.48	\$23.95
<b>Certified Educational Assistant</b>		
Step 1	\$18.14	\$18.50
Step 2	\$19.92	\$20.32
Step 3	\$21.99	\$22.43
Step 4	\$24.08	\$24.56
<b>Secretary</b>		
Step 1	\$18.43	\$18.80
Step 2	\$20.22	\$20.62
Step 3	\$22.30	\$22.75
Step 4	\$24.37	\$24.86