

# Non-Union Bus Drivers and School Based Employees - Salary and Benefits

**EFFECTIVE JUNE 15, 2018** 

# Non-Union Bus Drivers and School Based Employees- Salary and Benefits

- A. Positions
- B. Recruitment and Selection
- C. Responsibilities and Expectations
- D. Salaries
- E. Working Conditions
- F. Benefits
- G. Bus Driver Allowances and Medical Costs
- H. Performance Evaluation

#### **Preamble**

The Board values the role of its support staff and recognizes the importance of these positions in achieving its overall mission, vision and goals. Unless stated otherwise in the policy, hours of work and working conditions are governed by *The Saskatchewan Employment Act*.

### Goals

The Board will, through the development of a Non-Unionized Personnel – Salary and Benefits Policy, seek to achieve the following goals:

- 1. Attract and retain qualified, talented, and committed staff to ensure a highly effective workplace for the future where every student is enabled to achieve intellectual, physical, moral, spiritual and social development and growth.
- 2. Preserve fiscal responsibility and public accountability.
- Encourage and support staff development so that continuous growth and improvement will allow staff to demonstrate essential technical and leadership skills and individual sense of achievement, worth and self-esteem.
- 4. Set high standards of performance.
- 5. Provide a competitive salary and benefit package relative to comparable positions within the Division.

## A. Positions

The following positions are to be covered by this policy:

 Bus Drivers and School-based employees who are currently not represented by CUPE or STF.

# B. Recruitment and Selection

A range of recruitment and selection techniques will be used to ensure staff are suitably qualified and exhibit the necessary core abilities, knowledge, skill and attributes to perform the assigned duties and responsibilities.

# C. Responsibilities and Expectations

It is the responsibility of individual staff assigned to positions covered by this policy to be familiar with and adhere to the terms and conditions as outlined.

The duties and responsibilities of positions covered by this policy are defined by the job description and Board of Education policy.

# D. Salaries

The Board will establish and make adjustments to the Non-Unionized Personnel Salary Schedule. Adjustments to the salary range may include, but are not limited to the following criteria:

- Board financial capacity.
- General wage adjustments as applied to other comparable employee groups within the Division.
- General wage adjustments as applied by other comparable employers in the market.

Where pay increments are provided for in the Non-Union Personnel Salary Schedule, in recognition of experience, such increments will be effective commencing with the full month following the anniversary of the date on which the employee commenced employment with the Board.

# 1) Method of Payment

Every permanent CUPE member shall have the option of being paid on a ten (10) month or twelve (12) month basis.

An application for change in pay periods must be in writing to Superintendent of Human Resources by the fifth day of the new academic year.

# E. Working Conditions

#### 1) Hours of Work

#### a) Scheduled Hours of Work

The days to be worked and the daily hours of work, including starting time, breaks and finishing times are to be determined by the Principal of the school, or Supervisor, as applicable, in consultation with the employee, and will be communicated to the employee.

## b) Overtime

Scheduled hours of work will not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time beyond eight (8) hours in a given day or forty (40) hours in a given week, authorized in writing, by the immediate supervisor will be considered overtime and will be compensated at the rate of time and one half (1.5) the regular rate.

# c) Summer Schedule

With Board approval, during the months of July and August Caretakers may request the option of working four (4) days per week, ten-hours (10) per day in a given week. The hours worked in any given week shall not exceed forty (40) hours. Employees who are approved to work four (4) days per week, ten-hours (10) per day in a given week, are not entitled to the provisions of Article 9.4 b) Overtime and will not be paid overtime. All vacation and leaves will be calculated based on an eight (8) hour day.

## d) Schools with only One (1) Caretaker – Extra Hours of Work

The Board recognizes that there are times throughout the year (during Summer, Christmas, Winter and Easter holidays only) where regular scheduled "deep" cleaning occurs. These time periods can place undue time and safety restraints on a caretaker when they are the only caretaker assigned to a particular school. In these particular situations, the caretaker can make a request, to the Facilities Coordinator, to hire a casual employee to assist him in completing his duties during these peak times. All casual caretaking hiring must be approved by the Facilities Coordinator.

### e) <u>Temporary Performance of Higher Paid Duties</u>

An Assistant Caretaker who is assigned to perform the duties of the Head Caretaker for one half-day or greater shall be paid at the Head Caretaker rate for all hours worked while acting as the Head Caretaker.

#### f) Recognition of Service

The Board recognizes that supervision of students during the noon hour is voluntary. If the noon hour supervision requirements of a particular school cannot be met by utilizing the teaching staff, the Principal may request the support staff to participate. If any member of the support staff is requested, and agrees to perform one (1) hour of noon supervision per week, the Board shall award:

- i) Two (2) days off per support staff for schools with four (4) or more teachers:
- ii) Three (3) days off per support staff for schools with fewer than four (4) teachers.

Part-time support staff doing a portion of noon hour supervision will receive an equivalent portion of the recognition as outlined above.

#### 2) Designated Holidays

Employees will not be required by the Board to work on, but will be paid in respect of the following public holidays in accordance with *The Saskatchewan Employment Act.* 

Recognized designated holidays are:

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

## 3) <u>Vacation Scheduling</u>

Annual vacation for Caretakers is generally taken during the months of July, August and other school breaks. Caretakers may request to take up to 1 week of vacation during the school year (instructional days) with approval of the Facilities Coordinator.

Employees can carry over unused vacation from one vacation year to the next to a maximum of five (5) days. Under extenuating circumstances, employees may apply to be paid out for a maximum of five (5) additional unused vacation days. This pay out of unused vacation days must be approved by the Supervisor of Facilities.

## 2) <u>Caretaker Vacation Entitlement</u>

Caretakers are entitled to three (3) weeks of vacation within the first five (5) years of employment. After five (5) years of employment, the vacation entitlement will increase to four (4) weeks. After ten (10) years of employment, the vacation entitlement will increase to five (5) weeks.

## 4) Sick Leave

## a) <u>Definition</u>

- i) Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under *The Workers'* Compensation Act, 2013 or *The Automobile Accident Insurance Act*.
- ii) Where medical, dental and optical appointments cannot be made outside of daily hours of work, or where specialist appointments outside the school division are required, a claim may be made against the sick leave *Entitlement* as outlined in b) below.

#### b) Entitlement

Each employee will accrue sick leave in the amount of one and one-half (1.5) days for each month worked. Part-time employees shall have their sick leave entitlement prorated on the basis of the hours for full-time employees in the same classification.

Days of sick leave will accrue during periods of sick leave but not during any other leave. Absence due to sick leave shall not be regarded as a break in service. Unused sick leave will have no value at the time employment is terminated.

The unused portion of an employee's sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

# c) <u>Proof of Illness</u>

An employee will be required to produce a "Verification of Sickness" form, completed by a medical practitioner, for illness in accordance with Board Policy.

The Board reserves the right to call for an examination of an employee who is absent from work due to sickness. Such examination shall be conducted

by a qualified medical practitioner mutually agreed to by the employee and the Board.

# d) Notification

Every employee who is absent as a result of illness is required to notify his/her immediate supervisor without delay and failure to do so, without good cause, will deprive such employee of the benefits to which they would normally be entitled for that illness prior to the time due notice is received by the supervisor.

# e) Annual Statement

Each employee will receive, in September, a statement of unexpended sick leave credit. Such statement shall be open to challenge and correction for a period of thirty (30) calendar days and on presentation by the employee of proof of error, correction shall be made immediately by the Board.

### 5) Maternity, Paternity, Adoption Leave

Staff is entitled to Maternity, Paternity and Adoption Leave in accordance with *The Saskatchewan Employment Act*.

Periods of leave greater than that provided for in the legislation may be considered by the Board subject to operational feasibility, upon written application to the Superintendent of Human Resources.

# 6) Bereavement/Compassionate Leave

#### a) <u>Entitlement</u>

- i) An employee may be granted, upon request, up to five (5) working days leave of absence, without loss of pay, in case of <u>death</u> of a member of the employee's *immediate family*.
- ii) An employee may be granted, upon request, up to three (3) working days leave of absence, without loss of pay, in case of <u>serious illness</u> of a member of the employee's *immediate family*.
- iii) An employee may be granted, upon request, up to one (1) day leave of absence without loss of pay to attend to the death of a relative or close friend.

Subject to the operational feasibility of the Board's programs, an extension to an approved bereavement/compassionate leave may be granted without pay, upon written application to the Superintendent of Human Resources, prior to the requested leave.

#### b) <u>Definitions</u>

i) "Immediate family" shall be defined as spouse (including common law), child (child-in-law), grandchildren, sibling (sibling-in-law), parent (parent-in-law), grandparent (grandparent-in-law), uncle, aunt, nephew, and niece.

### 7) Personal Leave

Staff will receive one (1) day of Personal Leave with pay per academic year (to be used in the respective academic year). The day shall be arranged in advance and in consultation with the immediate supervisor.

Employees may carry forward one (1) day of Personal Leave into the next academic year.

# 8) Jury Or Witness Duty Leave

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 will be paid his/her normal salary while absent subject to the following conditions:

- a) The employee shall pay to the Board any remuneration other than expenses, which he/she 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 Queen's Bench Fees Regulations" for witness fees; and
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.
- c) This provision does not apply to an employee:
  - i) who has a direct interest in the outcome of any proceedings; or
  - ii) who appears as an accused in any proceedings.

# 9) General Leave Without Pay

Staff may be granted a general leave of absence without pay, subject to operational feasibility, when he/she requests such leave for good and sufficient reasons.

The request shall be made in writing to the Superintendent of Human Resources. The Superintendent of Human Resources may approve leaves of up to seven (7) days. Leaves greater than seven (7) days may be approved by the Superintendent of Human Resources in consultation with the Director of Education.

# F. Benefits

#### 1) Group Benefit Plans

The Board will implement the Saskatchewan School Boards Association Group Benefit Plan as follows:

- a) Life insurance Plan B Board pays 50% of premium
- b) Accidental death insurance Plan B Board pays 50% of premium
- c) Long term disability Plan C Board pays 50% of premium
- d) Dental Plan C Board pays single rate
- e) Extended health coverage Plan B Board pays single rate

# 2) Pension Plan

As a condition of employment, all permanent employees are required to join The Municipal Employees' Pension Plan.

# 3) <u>Allowances</u>

# a) Vehicle Allowance

When authorized by the Board, an employee who is requested to use his/her own vehicle in connection with his/her work shall be paid in accordance with Board Policy.

# b) Meal and Accommodation Allowance

When authorized, by the immediate supervisor, meals and accommodation allowances will be paid as per Board Policy.

#### c) Swimsuits

With approval from the Superintendent of Student Services, an employee who swims on a regular basis with student and the Board deems necessary, shall be reimbursed seventy-five dollars (\$75.00) per year for the purchase of a swimsuit.

# G. Bus Driver Allowances and Medical Costs

# 1) Payment of Wages

Drivers will be paid for:

- a) One-half hour for warm-up, fueling and cleaning; and
- b) Standby time up to a maximum of ten (10) hours in any given day. Payment shall be in accordance with the *Non-Unionized Personnel Salary Schedule*.

# 2) <u>Intra-Community Routes</u>

Where a route has less than fifty (50) kilometers per day of recognized kilometers per day, the driver will be paid an additional allowance per day in accordance with the *Non-Unionized Personnel Salary Schedule*.

## 3) <u>Driver Examination and Medical Costs</u>

The Board will cover the cost of the written test, the school bus endorsement and the medical examination, for drivers to obtain or renew their school bus driver endorsement.

## 4) Bus Wash

To assist with the cost of keeping the bus clean, the driver will be paid an annual flat rate in accordance with the *Non-Unionized Personnel Salary Schedule*.

# 5) Cell Phone

The Board will reimburse employees required to have a cell phone thirty dollars (\$30.00) per month. The cell phone allowance will be provided during the months that are deemed necessary by the Board. Bus drivers will be reimbursed from September to June and Caretakers for July and August.

# 6) Road Closure

If a highway within a driver's route is closed (as per the Ministry of Highways) **or** the Division directs the driver not to drive, the driver shall be paid his/her daily rate and kilometers for that day.

# H. <u>Performance Evaluation</u>

The Board of Education, in carrying out its commitments in a responsible way, believes that regular, fair and clear performance evaluation is an essential element in its operations.

The Board of Education delegates to the Director of Education, the responsibility to evaluate the performance of each staff member. In the event performance is deemed to be unsatisfactory, evaluations and/or discipline of staff may be completed and presented at the discretion of the Director of Education.

Reference:

The Saskatchewan Employment Act