



# **Northern Gateway** Public Schools

## **TERMS OF EMPLOYMENT FOR**

- Central Services Staff
- Maintenance & Transportation Staff
- School Based Support Staff (Non-Union)

**Effective September 1, 2020**

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## **Addenda**

Central Services Staff  
Maintenance & Transportation Staff  
School Based Support Staff (Non-Union)

## 1. DEFINITIONS

In this *Terms of Employment*, unless the context requires otherwise:

- 1.01 A word used in the masculine gender applies also in the feminine.
- 1.02 A word used in the singular applies also in the plural.
- 1.03 "Board" is the Board of Trustees of the Northern Gateway Regional Division No. 10.
- 1.04 "Supervisor" is the individual to whom an employee is directly responsible.
- 1.05 "Employee" is a person employed by Northern Gateway Regional Division No. 10.
- 1.06 "Permanent employee" is an employee who occupies a permanently established position and who has successfully completed a probationary period.
- 1.07 "Probationary period" is a period of no longer than three (3) months wherein a new employee's suitability for the position is determined.
- 1.08 "Full time employee" is an employee who works the full number of hours per week in his position as established in clause 3.02.
- 1.09 "Part time employee" is an employee who works less than the full time equivalent hours per week in his position as established in clause 3.02.
- 1.10 "12-month employee" is an employee who works twelve (12) months of the year with salary being paid over twelve (12) months. Benefits will be deducted monthly on each pay period.
- 1.11 "Fixed term employee" is an employee hired for a fixed term of employment that has a defined end date for the conclusion of employment. This employment in its entirety automatically concludes on the fixed end date without the need for any written notice or compensation to be provided by either the employee or Northern Gateway Regional Division No. 10.
- 1.12 "Temporary employee" is an employee hired as a replacement for a permanent employee absent on a long-term leave i.e. maternity leave, long-term disability or extended leave of absence.
- 1.13 "Casual employee" is an employee replacing a permanent employee absent from work on sick leave or approved leave days, or an employee hired to perform specific duties for a specified period of time.
- 1.14 "Month" is a calendar month.

## 2. SCOPE (JURISDICTION)

- 2.01 The clauses contained herein shall apply to all employed Central Services, Maintenance & Transportation and School Based Support (Non-Union) staff unless specifically exempted.

## 3. APPLICATION

- 3.01 A full time employee is entitled to all the terms and conditions expressed in this *Terms of Employment*.
- 3.02 FTE base hours' chart for each employee group (for payroll purposes only):
  - Central Services:** 35 hours/week
  - Maintenance & Transportation Staff:**
    - Maintenance: 40 hours/week
    - Transportation: 40 hours/week

**School Based Support Staff (Non-Union):**

- Secretary: 35 hours/week
- Learning Commons Facilitator: 30 hours/week
- Education Assistant: 30 hours/week
- Technical Assistant: 30 hours/week
- FNMI Liaison: 30 hours/week
- Pre-K Facilitator: 30 hours/week

3.03 An employee who works less than his full-time equivalency is entitled to all the terms and conditions expressed in this *Terms of Employment* on a prorata basis unless otherwise stated. The proration shall be calculated as follows:

$$\frac{\text{normal number of weekly hours worked}}{\text{full time equivalent hours for the position}}$$

**4. MANAGEMENT RIGHTS**

4.01 The employees recognize that it is the exclusive right of the Board to exercise all of the usual and customary functions of Management. Without restricting the generality of the foregoing, such managerial functions include the right to manage its business, the right to direct the working forces, and the right to hire, suspend, terminate, discipline, promote or demote any employee. The exercise of the Board's managerial rights shall be subject to the clauses in this *Terms of Employment*.

4.02 The Board may, subject to a consultative process with the employees:

- (a) change rates of employee compensation
- (b) change any employee benefits, or
- (c) extend employee rights,

and such changes shall become the rates, entitlements or employee rights.

4.03 All employees shall be subject to an evaluation in accordance with Division Administrative Procedure 442, Support Staff: Growth, Supervision and Evaluation.

**5. PROBATIONARY EMPLOYEE AND PROBATIONARY PERIOD**

5.01 All employees shall be considered probationary for the first three (3) consecutive months worked. At the discretion of the Superintendent/designate, an employee who has previously been employed by the Board may have such previous employment considered as part of the probationary period.

5.02 Should it not be practical to establish an employee's suitability for permanent appointment, the probationary period may be extended by the Superintendent/designate, but in no instance shall the length of the extension exceed three (3) months.

5.03 If the period of probation is to be extended, an employee shall be advised in writing of the length of the extension prior to the end of the initial period and, in addition, the employer will provide such employee with suggestions on how he may improve his suitability for permanent appointment.

5.04 The Board may terminate an employee's employment at any time during the probationary period for any reason at the Board's absolute discretion. The conditions of such termination shall be consistent with the Employment Standards Code.

**6. ATTENDANCE**

6.01 Absences from work shall be recorded on the Atrieve Web Portal under My Absences. Approvals will be made by the authorizing supervisor.

- 6.02 Unless prior authorization has been granted, an employee who will be absent from work shall contact his immediate supervisor prior to the start of the work day and explain the reason for the absence.
- 6.03 An employee on authorized leave of absence and/or illness for an indeterminate period, or an employee who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall give written notice of intention to return to work at least two (2) working days prior to his return to work date. Five (5) days notice must be given in each instance where a replacement staff member has been hired.

## **7. HOURS OF WORK**

- 7.01 Scheduled hours of work will be set by the immediate supervisor. In the event a site supervisor deems a change of yearly scheduled hours of work is necessary, the site supervisor shall notify the employee in writing of the intention and duration of such a change two (2) weeks prior to the change taking effect.
- 7.02 If an employee is required to work additional hours beyond those scheduled, such hours shall be paid at regular rates except for those hours that meet the criteria of overtime as described in clause 8.01.
- 7.03 When an employee is directed by the supervisor to attend a professional development activity, the assigned time shall be paid.

## **8. OVERTIME (excluding Deputy and Assistant Superintendent, Secretary-Treasurer, Assistant Secretary-Treasurer, Directors of Transportation and Maintenance, Director of Information Technology, Network Administrator and Director of Learning Services)**

- 8.01 A supervisor may require an employee to work beyond eight (8) hours a day or forty-four (44) hours a week.
- 8.02 Overtime shall be paid, as specified in the Employment Standards Code.
- 8.03 An employee who has been authorized to work overtime, as defined in clause 8.01, may request paid time off as specified in the Employment Standards Code. Time off as a result of overtime banked must be taken at a mutually agreeable time within six (6) months of the end of the pay period in which it was earned.
- 8.04 If time off in lieu is not taken in accordance with clause 8.03, the employee shall be paid overtime in accordance with clause 8.02.
- 8.05 An employee who has been authorized to work overtime on a general holiday shall be allowed time off equal to the requirements as noted in the Employment Standards Code.
- 8.06 An employee who is directed to attend a professional development activity on a regularly scheduled day of rest shall be compensated in accordance with clause 8.02.

## **9. PAY PERIODS AND RATES OF PAY**

- 9.01 The Board shall determine and approve rates of pay for employees covered by this *Terms of Employment*. See grid applicable to position in the corresponding *Terms of Employment Addendum*.
- 9.02 A pay period shall consist of a period commencing on the first day of a calendar month and concluding on the last day of the same calendar month. An employee shall receive payment on or before the 25<sup>th</sup> calendar day of each month, except for the month of December, payment shall be on the last operational day prior to December 25<sup>th</sup>.
- 9.03 An Employee may receive mid-month pay advances on a regular basis; such an advance shall not exceed 40% of net earnings.

**10. BENEFITS**

10.01 An employee who meets eligibility criteria (see clause 10.02) is entitled to the benefits identified below. Information pertaining to eligibility criteria will be provided by the Human Resources Department to an employee upon hire and thereafter upon request. An explanation of the available insurance carrier benefits can be accessed through the insurance carrier’s office. An explanation of the Local Authorities Pension Plan (LAPP) can be accessed through the LAPP office. The following schedule identifies the benefit plan and the Board’s contribution:

<u>Employee Benefit Package</u>	<u>Payment of Premium</u>
(a) Basic Life Insurance, Manulife	Board pays 100% of premium
(b) Accidental Death and Dismemberment Insurance, SSQ Insurance Company Inc.	Board pays 100% of premium
(c) Long Term Disability, Manulife	Board pays 100% of premium
(d) Extended Health Care and Vision, Manulife	Board pays 100% of premium
(e) Dental Care, Manulife	Board pays 100% of premium
(f) Local Authorities Pension Plan	Board pays as per LAPP regulations
(g) Alberta Health Care	Board pays 100% of premium

10.02 Eligibility criteria for benefits are as follows:  
Life/AD&D – mandatory if an employee works at least fifteen (15) hours per week  
LTD – mandatory if an employee works at least fifteen (15) hours per week  
EHC/Vision – mandatory if an employee works at least fifteen (15) hours per week and is not covered by spouse  
Dental – mandatory if an employee works at least fifteen (15) hours per week and is not covered by spouse  
LAPP – as per Administrative Procedure 441

10.03 The Board will establish for each eligible employee, eligible employee shall mean any employee who is full time, part time, temporary or an employee who is eligible for benefits, a Health Spending Account (HSA) for the use of the eligible employee, his spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2020 the Board will establish annual HSA credits of \$400 per eligible employee, contributed upfront in September of each year and prorated on the employee’s FTE. The unused balance will be carried forward to the extent permitted by CRA. No HSA credits will be contributed for an employee who is:

- on extended disability benefits (EDB)
- on the non-health related portion of a maternity leave
- on an unpaid leave of absence of 30 days’ duration or more

**11. GENERAL HOLIDAYS**

11.01 (a) The Employment Standards Code names the following nine (9) days as general holidays:

- |                 |                    |  |
|-----------------|--------------------|--|
| - Labour Day    | - Thanksgiving Day | - Remembrance Day  |
| - Christmas Day | - New Year’s Day   | - Family Day   |
| - Good Friday   | - Victoria Day     | - Canada Day (to be paid if Canada Day falls on a working day and the employee works on the next scheduled business day) |

(b) In addition to the Employment Standards Code, the Board grants the following three (3) days as general holidays:

- |              |                 |  |
|--------------|-----------------|--|
| - Boxing Day | - Easter Monday | - Heritage Day (12 month employees only) |
|--------------|-----------------|--|

- 11.02 An employee shall be paid for Remembrance Day, Christmas Day, Boxing Day, New Year's Day, Good Friday and Easter Monday provided he works his last scheduled day before AND his first scheduled day after the holiday.
- 11.03 All other general holidays not referred to in clause 11.02 will be paid in accordance with the Employment Standards Code.
- 11.04 General holiday pay for casual employees shall be paid in accordance with the Employment Standards Code.
- 11.05 An employee is not entitled to general holiday pay if the employee is absent from employment without the consent of the immediate supervisor on the employee's last regular working day preceding, or the employee's first regular working day following the holiday.

**12. ANNUAL VACATION LEAVE OR PAY** (excluding Deputy and Assistant Superintendent, Secretary-Treasurer, Assistant Secretary-Treasurer, Directors of Transportation and Maintenance, Director of Information Technology, Network Administrator and Director of Learning Services)

- 12.01 An employee shall not take vacation leave without prior authorization from his immediate supervisor.
- 12.02 Only twelve (12) month employees are eligible for vacation days; all others shall receive vacation pay. An employee shall earn vacation leave or vacation pay as indicated below:
- (a) During the first (1<sup>st</sup>) year of employment - four (4) percent vacation pay or ten (10) working days based on the employee's anniversary date, earned as:  $\text{eligibility}/12 \text{ months} = \text{days eligible for each month of service}$ .
  - (b) During the second (2<sup>nd</sup>) through the eighth (8<sup>th</sup>) year of employment - six (6) percent vacation pay or fifteen (15) working days based on the employee's anniversary date, earned as:  $\text{eligibility}/12 \text{ months} = \text{days eligible for each month of service}$ .
  - (c) During the ninth (9<sup>th</sup>) through the fourteenth (14<sup>th</sup>) year of employment - eight (8) percent vacation pay or twenty (20) working days based on the employee's anniversary date, earned as:  $\text{eligibility}/12 \text{ months} = \text{days eligible for each month of service}$ .
  - (d) During the fifteenth (15<sup>th</sup>) through the nineteenth (19<sup>th</sup>) year of employment- ten (10) percent vacation pay or twenty-five (25) working days based on the employee's anniversary date, earned as:  $\text{eligibility}/12 \text{ months} = \text{days eligible for each month of service}$ .
  - (e) During the twentieth (20<sup>th</sup>) and subsequent years of employment - twelve (12) percent vacation pay or thirty (30) working days based on the employee's anniversary date, earned as:  $\text{eligibility}/12 \text{ months} = \text{days eligible for each month of service}$ .
- 12.03 An employee who terminates his service or who is terminated shall receive vacation pay in lieu of such vacation leave earned but not taken.
- 12.04 Vacation leave shall be taken within the year it is earned or at a time mutually agreed to by the employee and his immediate supervisor.
- 12.05 In the event an employee has resigned from his employment and has taken paid vacation time before it is earned, a deduction of the required amount will be taken off the employee's final pay.

**13. SICK LEAVE**

- 13.01 An employee who works 0.5 FTE or greater will be eligible to two (2) days for every calendar month of employed service. An employee who works less than 0.5 FTE will be entitled to one (1) day for every calendar month of employed service. The unused portion of an employee's sick leave shall accumulate

to a maximum of sixty-five (65) working days' entitlement. An employee shall not continue to earn sick leave when accumulated sick leave is at the maximum. Sick leave is for the purpose of sickness, disability or obtaining necessary medical or dental treatment. Employees shall be entitled to use one (1) day per year of their accumulated sick days in the event of a sick dependent.

- 13.02 The Board may require an employee to submit to a medical examination by a doctor named by the Board.
- 13.03 Upon request, the Board shall advise an employee in writing of the amount of sick leave eligibility accrued to his credit.
- 13.04 At the employer's request, an employee must provide a doctor's note of illness or proof of attendance at a medical, dental or optical appointment.
- 13.05 When a permanent or temporary employee is prevented from performing his duties for the Board for reasons of illness, or dental, medical or optical appointments, such employee shall be paid for each day of such absence at the regular rate of pay at the time of commencement of such sick leave. Payment shall not exceed the amount of earned accumulated sick leave. An employee shall have his sick leave eligibility reduced by an amount equal to the number of full days or half days for which the employee received payment.
- 13.06 An employee prevented from performing his regular work with the employer on account of an occupation accident that is covered by the Workers' Compensation Act shall receive from the employer, the difference between the amount payable by the Workers' Compensation Board of Alberta and his regular wages, while the employee is in receipt of compensation from the Workers' Compensation Board of Alberta for a maximum period equal to earned but unused sick leave at commencement of compensable injury. Deductions from sick leave shall be a pro-rated basis at the same percentage as the employer pays of the employee's salary.
- 13.07 In the event of termination by either the Board or the employee, there shall be no right or entitlement to payment in lieu of accumulated sick leave.

#### **14. MATERNITY/PARENTING/ADOPTION LEAVE**

- 14.01 Maternity/Parenting/Adoption Leave shall be granted by the Board in accordance with the Employment Standards Code.
- 14.02 The Board will implement an Employment Insurance Maternity Benefit Top-up Plan which an employee shall access for pay during the health related portion of her leave which will top-up the employee's weekly Employment Insurance benefits such that the sum of the weekly Employment Insurance benefits and the top-up will equal 100% of the employee's normal weekly salary. The Employment Insurance Maternity Benefit Top-up Plan shall be payable for a maximum period covered by accumulated sick leave.
- 14.03 All employees who qualify for maternity leave will be eligible for sick leave salary and benefits for a period of two (2) weeks prior to delivery and four (4) weeks following the birth of the baby. The employee must provide a doctor's note confirming the date of birth of the baby to receive this entitlement. Any claim made outside of the period described in this clause must be substantiated by medical evidence. Notwithstanding the above, in the event that the claim falls during a non-working period or a period during which an employee would not normally be paid, the employee will not be entitled to payment of any additional salary and benefits during this period.
- 14.04 A pregnant employee shall be entitled to contributions of the Board toward her portion of benefit premiums during any health related period of absence and shall also receive such contributions on the part of the Board for any period of non-health related absence, which, when combined with any period of health related absence, does not exceed sixteen (16) weeks in total.



## 15. LEAVES OF ABSENCE

- 15.01 An employee is entitled to two (2) operational days per school year for family medical attention at full salary and benefits. The supervisor, at his discretion, may require a signed certificate by a medical practitioner. For the purpose of this clause, a family member shall be as per clause 15.03 (b) and (c). Leave shall be taken as half days or full days.
- 15.02 The Board recognizes that an employee may require time off to attend to personal affairs. It therefore will approve two (2) days per school year. These days can be accumulated - two (2) days each for the prior two (2) school years plus two (2) days for the current school year. These days will be at no loss of pay or benefits subject to the following provisions (excluding Deputy and Assistant Superintendent, Secretary-Treasurer, Assistant Secretary-Treasurer, Directors of Transportation and Maintenance, Director of Information Technology, Network Administrator and Director of Learning Services):
- (a) Personal leave must be applied for at least three (3) days in advance of the leave being taken. Applications must be approved by the immediate supervisor. Accumulated personal leave shall be granted unless such leave unduly interferes with the operation of the school and/or system.
  - (b) Personal leave shall not be granted to extend the Christmas break, spring recess, or summer vacation period (excluding 12 month employees).
    - (i) Notwithstanding clause 15.02(b), an employee may access personal leave to attend their child's NGPS High School graduation.
  - (c) All personal leave shall be taken as half days or full days.
- 15.03 A temporary leave of absence necessitated by critical illness or death of a relative of an employee shall be granted by the Board, with pay, according to the following schedule. Medical documentation supporting the employee's requirement to be in attendance shall be required for critical illness.
- (a) In the event of death of an employee's spouse or child a time up to and including five (5) days.
  - (b) In the event of critical illness on the part of the employee's spouse or child, time up to and including five (5) days.
  - (c) In the event of critical illness or death of an employee's relative, time up to and including four (4) days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, son-in-law, daughter-in-law or relative who is a member of the employee's household.
  - (d) In the event of death of an employee's brother-in-law, sister-in-law, or grandparent of spouse a time up to one (1) day.
- 15.04 The Board shall grant a temporary leave of absence with pay of one (1) day to an employee who wishes to attend his own wedding, convocation, or graduation from a post secondary institution.
- 15.05 The Board shall grant a temporary paternal leave with pay of one (1) day in the event of the birth of an employee's child. The day taken shall be either the day of the birth or the first day immediately after the birth.
- 15.06 Employees who have
- (a) Accumulated the maximum entitlement of sixty-five (65) working days' sick leave, as per Clause 13.01,
  - (b) Exhausted his sixty-five (65) working day sick entitlement and
  - (c) Accessed Long Term Disability (LTD)

shall be granted the following two allotments:

1. A ten (10) working day allotment for follow-up medical appointments related to the illness for which LTD was accessed. A doctor's note is required for each such follow-up medical appointment. The doctor's note is to be submitted to your site supervisor who will then forward it to the Deputy Superintendent.

This ten (10) day allotment may be accessed for one year from the date of the employee's return to work. Unused days from this allotment shall not be given as payment in lieu or transferred to the employee's storage bank.

2. A ten (10) working day allotment issued to the employee's sick leave storage bank. The employee will now have to accumulate only fifty-five (55) working days to reach the maximum sixty-five (65) working day sick leave entitlement as per Clause 13.01.

The Superintendent/designate will ensure the employee's storage bank is updated with the ten (10) working day sick leave entitlement.

- 15.07 Additional leaves of absence may be granted by the Superintendent/designate with pay and benefits, without pay and with benefits or without pay and without benefits, if and when all other leave provisions have been accessed.

## **16. PROFESSIONAL IMPROVEMENT LEAVE**

- 16.01 Professional improvement leave shall mean a leave of absence granted by the Board in its discretion on application by an employee for study or experience designed to improve the employee's academic or professional education.
- 16.02 To be eligible for professional improvement leave under clause 16.01 the employee shall have served the Board for five (5) consecutive years, immediately prior to granting of such leave.
- 16.03 Professional improvement leave for a period of less than one (1) year may be granted by the Board and remuneration shall be prorated to the amount of salary set forth in clause 16.07.
- 16.04 An employee who is granted professional improvement leave shall give an undertaking in writing to return to his duties following expiration of his leave and shall not resign or retire from employment other than by mutual agreement between the Board and the employee for a period of at least two (2) years after resuming his duties.
- 16.05 All applications for professional improvement leave shall be submitted to the Board by February 1 preceding the school year in which the professional improvement leave is to commence.
- 16.06 The Board shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 16.07 An employee who is granted professional improvement leave for the year shall receive 40% of his annual salary, payable in equal installments on or before the 25<sup>th</sup> calendar day of each month.
- 16.08 An employee who is granted professional improvement leave shall be entitled to participate in the Board's insurance benefit plan. The Board shall contribute toward required premiums as indicated in clause 10.
- 16.09 Prior to leave being granted, the Board and the employee shall agree to the terms and conditions of resumption of duties.

**17. IMPASSABLE ROADS (per hour)**

17.01 An employee shall not suffer loss of pay due to absence, despite reasonable effort, when the employee is unable to travel to his site from his usual place of residence because of inclement weather, impassable road conditions or the failure of transportation facilities other than his own, provided that this benefit will not apply if the employee's usual place of residence is outside the School Division. An employee who is accessing this leave shall notify his principal/supervisor verbally prior to the commencement of the school day. Upon the employee's return to regular duties, the employee must complete the required leave request.

**18. COURT LEAVE**

18.01 When an employee is summoned or subpoenaed as a witness or defendant to appear in court in his official capacity to give evidence or to produce Board records or for jury duty, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Board. A copy of the subpoena must be provided to the employee's supervisor in order to receive this benefit.

18.02 When an employee is subpoenaed, other than for a personal action, as a witness in his private capacity, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Board.

**19. LEAVE ON ELECTION DAY**

19.01 The Board will ensure that an employee eligible to vote in either a federal, provincial, municipal or school board election, plebiscite or referendum shall have the necessary time in which to vote in accordance with legislation.

**20. LOSS OF ENTITLEMENT**

20.01 An employee shall not be entitled to earn or access accumulated sick leave or be entitled to the Board's contribution towards the cost of benefits while receiving disability benefits as provided by the Board's insurance carrier.

**21. EMPLOYEE BENEFITS DURING LEAVE**

21.01 The Board shall pay its respective share of an employee's benefits whenever a staff member is on a leave of absence with pay.

21.02 The Board shall pay its respective share of an employee's benefits whenever a staff member is on a leave of absence without pay for a period of no longer than one (1) month duration.

21.03 An employee who is absent without pay for a period of more than one (1) month duration shall be responsible for 100% of all applicable insurance plan premiums.

**22. EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE**

22.01 The Board shall retain the full amount of any premium reduction or rebate allowable by the Employment Insurance Commission which is granted as a result of the benefits covering employees to which the clauses of this *Terms of Employment* apply.

**23. VOLUNTARY GROUP ACCIDENT INSURANCE**

23.01 Voluntary Group Accident Insurance is available to an employee at the employee's request.

23.02 The Board does not contribute to premium costs of this plan but does provide payroll deduction services.

**24. REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.) (not available to casual employees)**

24.01 An employee may make R.R.S.P. contributions via payroll deduction.

24.02 The Board shall match employee contributions to Registered Retirement Savings Plans for employees not covered by a Registered Pension Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, subject to the following limits:

- (a) Employee participation in this R.R.S.P. benefit is optional. Employees participating in the Local Authorities Pension Plan or the Teachers' Retirement Fund are not eligible for participation in the R.R.S.P. benefit.
- (b) Following enrollment participating employees shall maintain an R.R.S.P. to which payroll deductions are deposited monthly by the 15<sup>th</sup> day of each month except for the month of December which shall be deposited by December 31<sup>st</sup>.
- (c) The Board shall deduct at source the employee's contribution as per instructions from the employee. The minimum monthly contribution shall be \$25.00.
- (d) Payroll deduction changes will be permissible effective twice yearly, September 1<sup>st</sup> and February 1<sup>st</sup> of each year.
- (e) New employees shall be eligible for participation the month following six (6) consecutive months of employment.
- (f) The Board shall match employee R.R.S.P. contributions subject to the limits outlined in clause 24.02 (g).
- (g) The Board shall contribute up to 5.0% of gross annual salary to a maximum contribution of \$1000 per year per employee.
- (h) Board contributions shall be made to the employee's R.R.S.P. annually in September. Calculations shall be based on the employee's income for the immediate preceding twelve (12) month period ending August 31<sup>st</sup>.
- (i) This R.R.S.P. benefit shall be registered with Sun Life Assurance Company of Canada.
- (j) The Board contribution shall be included as a taxable benefit on the employee's T-4 slip.

**25. WARNING NOTICES AND NOTICES OF DISCIPLINE**

25.01 The supervisor may give an employee a written warning notice or a notice of discipline for a breach of Division Policy, related Administrative Procedures and/or Provincial regulations.

25.02 Upon the employee's request, past notices as per clause 25.01 shall be destroyed after an employee has maintained a clear record for a period of thirty-six (36) months.

25.03 Where an employee is discharged, suspended or otherwise disciplined for just cause and such action in the opinion of an employee is unjust, such termination, suspension or discipline may be the subject of a grievance and processed in accordance with clause 26 in this *Terms of Employment*.

**26. GRIEVANCE PROCEDURE (not available to employees on a probationary period or casual employees)**

26.01 An employee should first discuss the subject of the proposed grievance with his immediate supervisor in an attempt to resolve the matter.

- 26.02 An employee who wishes to pursue a grievance must submit such grievance in writing to his supervisor up to and including fourteen (14) calendar days from the day the incident giving rise to the grievance came to the attention of the employee concerned.
- 26.03 The supervisor shall review the grievance and shall provide the grievor and the appropriate member of the Executive team with a written decision together with the rationale for the decision within five (5) working days from the day that the grievance was initiated.
- 26.04 If the grievor is not satisfied with the decision made pursuant to clause 26.03, within five (5) working days from the day that the decision was received, the grievor shall appeal the decision in writing to the Superintendent/designate specifying all the details of the grievance and the remedy requested.
- 26.05 The Superintendent/designate shall review the grievance and shall provide the grievor with a written decision together with the reasons within twenty (20) working days from the day that the grievance was referred to the Superintendent/designate.
- 26.06 If the grievor is not satisfied with the decision made pursuant to clause 26.05, within five (5) working days from the day the decision was received, the grievor may appeal the decision in writing to the Board.
- 26.07 The decision of the Board shall be final and binding.
- 26.08 The time limits fixed in the grievance procedure may be extended by mutual consent of the parties.

**27. NOTICE OF RESIGNATION**

- 27.01 Unless otherwise specified in an employee's written correspondence, an employee is required to provide the Board with fourteen (14) calendar days' prior written notice of resignation if he wishes to resign in good standing.
- 27.02 An employee who absents himself from his employment and who has not informed the supervisor shall be considered to have abandoned his position after five (5) consecutive days of such unauthorized absence and will be deemed to have resigned, unless it is subsequently shown by the employee that special circumstances prevented him from reporting to his place of work.

**28. TERMINATION**

- 28.01 Unless otherwise specified in an employee's written correspondence or applicable *Addendum*, the Board may terminate an employee's employment, without cause, by providing the employee with written notice, or salary/wages in lieu of notice, or a combination thereof, equal to the minimum requirements of the Employment Standards Code as outlined in Section 56 of the Employment Standards Code which is attached to this *Terms of Employment* as Schedule "A".
- 28.02 Also consistent with the Employment Standards Code, the Board may terminate an employee for just cause without notice or payment in lieu of notice.

**29. TERM AND EFFECTIVE DATE**

- 29.01 This *Terms of Employment* and all *Addenda* shall become effective September 1, 2020 and will remain in effect until replaced or amended from time to time.

## **SCHEDULE "A"**

### **Employer's termination notice**

- 56** To terminate employment an employer must give an employee written termination notice of at least
- (a) 1 week, if the employee has been employed by the employer for more than 3 months but less than 2 years,
  - (b) 2 weeks, if the employee has been employed by the employer for 2 years or more but less than 4 years,
  - (c) 4 weeks, if the employee has been employed by the employer for 4 years or more but less than 6 years,
  - (d) 5 weeks, if the employee has been employed by the employer for 6 years or more but less than 8 years,
  - (e) 6 weeks, if the employee has been employed by the employer for 8 years or more but less than 10 years, or
  - (f) 8 weeks, if the employee has been employed by the employer for 10 years or more.

1996 cE-10.3 s56