



Annapolis Valley Regional School Board

Terms and Conditions of Employment for Non-Union Employees (Confidential and Unionizable)

Effective April 1, 2017 to March 31, 2021



**ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD
TERMS AND CONDITIONS OF EMPLOYMENT
FOR NON-UNION EMPLOYEES**

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1.0 DEFINITIONS AND PREAMBLE

1.01 The *Terms and Conditions of Employment for Non-Union Employees Policy* covers the minimum working conditions, salary and benefits for the non-union employees of the Annapolis Valley Regional School Board. The Labour Relations Board Report, effective January 22, 1997, determined that there are three non-union employee groups within the Annapolis Valley Regional School Board:

- a managerial group;
- a confidential group, and;
- an administrative support staff group made up of non-union, but unionizable, employees.

These Terms and Conditions of Employment supercede any prior terms and conditions of employment that may have previously existed in written policy formats or as prior practice or precedent. These Terms and Conditions of Employment apply to a confidential group, and an administrative support staff group made up of non-union, but unionizable, employees.

1.02 Throughout this policy gender neutral language will be used.

1.03 “Administrative Support Staff”, for the purposes of this policy, means a person employed in a non-union secretarial/clerical position at Regional Office, and in the schools in Annapolis and Kings County, and the Regional computer technicians.

1.04 “Board” means the Annapolis Valley Regional School Board.

1.05 “Casual employee” is a person hired to substitute as a sick leave replacement and/or to fill a temporary position. (A casual employee is not covered under these Terms and Conditions of Employment for Non-Union Employees.)

1.06 “Confidential employee” means a person employed in a secretarial/clerical position, and excluded by paragraph (a) of Subsection 2 of Section 2 of the Trade Union Act, Revised Statutes of Nova Scotia 1989: “For the purposes of this Act, no person shall be deemed to be an employee (a) who is a manager or superintendent, or any other person who, in the opinion of the Board, is employed in a confidential capacity in matters relating to labour relations or who exercises management functions.”

1.07 “Employee” means a full-time, part-year, or part-time person in a non-union position.

1.08 "Employer" means the Annapolis Valley Regional School Board or its designated management.

1.09 “Full-time employment” means employment based on thirty-five (35) hours per week in a permanent position for Bands 1-5 and forty (40) hours per

week for positions in Bands 6-13.

- 1.10** “Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a Holiday in this policy.
- 1.11** “Incumbent” means an employee who is on leave from their permanent position.
- 1.12** “Management” includes supervisor positions designated by the Board.
- 1.13** “Managerial employee” means a person employed in a managerial position, and excluded by paragraphs (a) of Subsection 2 of Section 2 of the Trade Union Act, Revised Statutes of Nova Scotia 1989.
- 1.14** “Part-time employment” means employment based on less than a thirty-five (35) hours per week in a permanent position for Bands 1-5 and forty (40) hours for Bands 6-13.
- 1.15** “Part-year employment” means employment based on less than ninety percent (90%) of the work year.
- 1.16** “Permanent position” is a position that has been allocated and approved on a continuous basis.
- 1.17** “Region” is the geographic area under the jurisdiction of the Annapolis Valley Regional School Board.
- 1.18** “Temporary position” is a:
- (a) position vacated by an incumbent for an unknown period of time, or;
 - (b) position vacated by an incumbent for a known period of less than three months, or;
 - (c) time-limited project which is usually utilized for work overload situations.
- 1.19** “Term” is a position that is created for a time-limited project, greater than three months.
- 1.20** “Term employee” is a person who is hired into an unfilled position for a pre-determined period of time of not less than three months:
- (a) for which the incumbent employee is on unpaid leave, or
 - (b) for a special assignment.
- 1.21** “Unfilled position” is a permanent position for which there is an incumbent.
- 1.22** “Vacant position” is a permanent position for which there is no incumbent.

- 1.23** “Working day” means days exclusive of Saturdays, Sundays and Holidays.
- 1.24** “Year” is defined as August 1 to July 31.

2.0 SERVICE

- 2.01** The Board shall develop and maintain an up-to-date written Service List for permanent employees, including Managerial, Confidential and Unionizable employees, as of December 31 which shall be used for staffing related decisions.
- 2.02** The Board shall develop and maintain a separate up-to-date written Service List for term employees as of December 31 which shall be used for staffing related decisions.
- 2.03** One (1) copy of each list shall be forwarded to each worksite with employees covered by this policy by January 31 of each year.
- 2.04** When an employee on the Term Service List receives a permanent position, their service will be from their first paid day of consecutive service in the term position.
- 2.05** Service shall be defined as the length of continuous service of a permanent employee with the Board and its predecessor Boards from the first paid day of work.
- 2.06** Service shall be considered to be system-wide (not to a particular location or position).
- 2.07** Length of continuous service shall be calculated from the first paid day worked in a permanent position, including the probationary period, with the Board or any predecessor Boards.
- 2.08** For an employee hired into a permanent confidential or non-union position with no break in service with the Board, length of continuous service shall be determined from the first date of paid employment in a confidential or non-union position. (This is regardless of the employee’s previous employment status.)
- For an employee hired into a managerial position with no break in service with the board, length of continuous service shall be the seniority or service date of the previous classification.
- 2.09** Service shall continue to accumulate for approved unpaid leaves of absence of two (2) months or less. If the total unpaid leave of absence exceeds two (2) consecutive months, then the length of the leave in excess of two (2) months shall not count towards service.

2.10 Service shall be gained by an employee during:

- regular work time;
- pregnancy/parental/adoption leave;
- paid/unpaid sick leave;
- leave of absence of two months or less;
- long-term disability.

2.11 Service shall not be gained by an employee during:

- leave of absence of two (2) months or more;
- layoff.

2.12 Service shall be lost when the employee:

- resigns or retires;
- is discharged for just cause;
- is laid off from a permanent position for a period of two (2) or more consecutive years and not recalled;
- is not able to return to their position because of illness or injury after two (2) years from the final payment of salary and wages by the Employer.

2.13 In the case of a tie in service, then the tie will be broken by using the lowest digit in the tens place of the employee number and then proceed to the hundreds place and so on until the tie is broken.

3.0 EXCHANGES

3.01 Employees desiring a one (1) year exchange shall apply in writing to the Coordinator of Human Resources by the last working day in February. The Human Resources Department shall publish a list of employees requesting an exchange, and invite applications from interested employees.

3.02 The exchange must be mutually agreed upon by the parties involved, including the employees and their respective immediate supervisors, and is subject to the approval of the Human Resources Committee, if required in its Terms of Reference.

3.03 Employees entering into a one (1) year exchange will be guaranteed reinstatement to the position held prior to the exchange or, in the event said position is phased out, a position mutually agreed upon by the parties involved, subject to the conditions of Article 2.0 Service, Article 5.0 In-Region Surplus Positions and 6.0 Recall to Region.

3.04 If all parties to an exchange agree, the exchange may continue a second year. Where an exchange has continued for two (2) consecutive years, and where all parties to an exchange agree, the exchange shall become permanent.

4.0 JOB-SHARING

- 4.01** Only the incumbent of a permanent position will be eligible to initiate a request to job-share.
- 4.02** Once a prospective casual job-share partner has been identified, then the immediate supervisor and the Coordinator of Human Resources will conduct a selection process, including an interview.
- 4.03** The request shall be submitted in writing, to the Coordinator of Human Resources, normally no later than the last working day in February, and shall include the proposed working schedule and the recommendation from the selection process.
- 4.04** Employees shall be notified of acceptance or denial no later than thirty (30) days following submission of the request to job-share to the Coordinator of Human Resources.
- 4.05** The decision of the Human Resources Committee, if required in its Terms of Reference, in approving or denying any request to job-share is final.
- 4.06** The position involved is deemed to belong to the permanent employee who initiates the request. The position shall revert to a full-time position upon the request of the permanent employee or the immediate supervisor. The other employee shall be considered to be a casual employee.
- 4.07** Participating permanent employees must make themselves aware of all the implications for salary, sick leave, basic life insurance, long term disability insurance, pension contributions, and all other items related to their employment with the Board.
- 4.08** Vacation and sick leave will be prorated according to time worked for the permanent employee.
- 4.09** The casual employee in a job-sharing position shall not be entitled to benefits other than vacation pay, statutory holidays as defined by the Labour Standards Code (Nova Scotia), and sick leave prorated according to time worked.
- 4.10** The permanent employee in a job-share arrangement shall continue to accumulate service in accordance with Article 2.0 Service.
- 4.11** The permanent and casual job-share partners are the preferred substitute during an absence by the other team member.
- 4.12** Job-sharing arrangements shall not lead to an increased workload for other members of the staff in the opinion of the immediate supervisor.
- 4.13** Continuity must be maintained in job-sharing arrangements, therefore, employees may find it necessary to work overlap time without an increase to the allocation.

- 4.14** The commencement date for school-based employees shall be the first scheduled work day of the next school year. The commencement date for all other employees may be as early as April 1 of the current year. The job-share arrangement shall be for one (1) year from the commencement date.
- 4.15** There shall be an annual performance appraisal of both job-share partners and it shall include an evaluation of the working relationship and the work schedule.
- 4.16** For required training and development, both the permanent employee and the job-share partner will be expected to attend and will be compensated at their respective rates.

5.0 IN-REGION SURPLUS POSITIONS

- 5.01** In the event that positions are declared redundant within the Region due to financial reasons, staff reduction, reorganization or government legislation, then employees shall be laid off in reverse order of service.
- 5.02** If a position(s) is/are to be declared redundant at a work site, then the least senior employee(s) will be displaced, provided that the more senior person(s) at that work site is/are deemed qualified by the Coordinator Human Resources and are immediately able to competently fulfill the requirements of the position. The Coordinator of Human Resources will consult with the immediate supervisors of the position(s) declared redundant and the positions into which the employee(s) will be placed if applicable.
- 5.03** A Mandated Transfer is a transfer that is required because the position occupied by an employee has been declared redundant or for other reasons determined by management.
- 5.04** Mandated transfers shall be administered by the Coordinator of Human Resources in consultation with the immediate supervisor(s).
- 5.05** The employee occupying a redundant position or who is to be transferred for reasons determined by management, shall be transferred to an existing vacant or unfilled position within the Region for which the employee is deemed qualified, by the Coordinator of Human Resources, to be immediately able to competently fulfill the requirements of the job, following a reasonable orientation in the position.
- 5.06** If the mandated transfer places the employee into a position with similar job duties, then there will be a reasonable orientation provided in the position.
- 5.07** If the mandated transfer is into a position with significantly different job duties, then the placement will be in accordance with Article 9.0 Probationary and Trial Period.

- 5.08** The salary of an employee subject to a mandated transfer shall not be less than that received at the time of transfer. Said salary shall continue to be in place for the lesser of a period of one (1) year from the date of mandated transfer or until such time as the salary for the new position is adjusted to a figure equal to or greater than that being received.
- 5.09** In the event that two or more employees are considered for a mandated transfer to the same vacant position, then the immediate supervisor and the Coordinator of Human Resources will conduct a selection process, including an interview.
- 5.10** The determining factors for the selection of the successful applicant for the position will include qualifications and the ability of said applicant to be immediately able to competently fulfill the requirements of the position.
- 5.11** In the instance that the selection process demonstrates that the applicants are tied, then service shall be the determining factor.
- 5.12** If no position(s) is/are available then the notice of layoff shall be as follows:
- two (2) weeks notice in writing to the person if their period of employment is less than two (2) years;
 - three (3) weeks notice in writing to the person if their period of employment is two (2) years or more but less than five (5) years;
 - four (4) weeks notice in writing to the person if their period of employment is five (5) years or more but less than ten (10) years; and
 - eight (8) weeks notice in writing to the person if their period of employment is ten (10) years or more.

6.0 RECALL TO REGION

- 6.01** Employees who have been laid off shall be recalled in order of service, provided each employee is deemed to have the qualifications by the Coordinator of Human Resources, and is immediately able to competently fulfill the requirements of the position(s) available.
- 6.02** An employee whose position becomes redundant and accepts placement into a position with fewer hours and/or days of work shall be entitled to a mandated transfer to a position with the same hours and/or days of work for a period of twelve (12) months from the date of acceptance, provided the employee is deemed to have the qualifications by the Coordinator of Human Resources, and is immediately able to competently fulfill the requirements of the position available.
- 6.03** (a) It is the responsibility of the employee on the recall list to keep the Human Resources Department informed of her current address and telephone number.

(b) It is the responsibility of the Human Resources Department to notify employees on the recall list of any positions available. If contact is not made after reasonable documented attempts for three (3) working days, then the Employer will proceed to fill the vacancy in compliance with Clause 6.03 (a) Recall to Region, Article 8.0 Job Posting and Advertising, Article 7.0 Internal Selection (Competition) Process, and Article 5.0 In-Region Surplus Positions.

6.04 (a) Employees who are on the recall list have the option of identifying their interest in taking temporary assignments with the Employer.

(b) Employees who are on the recall list and accept a recall position and who are employed with an alternate Employer, shall be permitted to give up to two (2) weeks notice to their alternate employer.

6.05 New employees will not be hired until those laid off employees who are deemed qualified by the Coordinator of Human Resources and are immediately able to competently fulfill the requirements of the available vacant positions have been given an opportunity of re-employment.

6.06 If an employee is recalled, then the previous years of service at the time of layoff will count for the service award in accordance with Article 39.0 Service Awards.

6.07 In the event that two (2) or more employees apply for a recall to the same position, then the immediate supervisor and the Coordinator of Human Resources will conduct a selection process, including an interview.

6.08 The determining factors for the selection of the successful applicant for the position will include the ability of said applicant to meet the stated requirements, and to be immediately able to competently fulfill the requirements of the position.

6.09 In the instance that the selection process demonstrates that the applicants are tied, then service shall be the determining factor.

6.10 If the recall process places the employee into a lateral position, then there will be a reasonable orientation provided in the position.

6.11 If the recall process places the employee into a position with significantly different job duties, then the placement will be in accordance with Clause 9.04 (Probationary and Trial Period).

7.0 INTERNAL SELECTION (COMPETITION) PROCESS

7.01 The immediate supervisor and Coordinator of Human Resources will determine whether a sole internal applicant will be the successful candidate, based on a selection process, including an interview.

- 7.02** Subsequent to 7.01, in the event that two (2) or more employees apply for the same position, then the immediate supervisor and the Coordinator of Human Resources will conduct a selection process, including an interview.
- 7.03** The determining factors for the selection of the successful applicant for the position will include qualifications and the ability of said applicant to competently fulfill the requirements of the position.
- 7.04** In the event that the selection process demonstrates that the applicants are tied, then service shall be the determining factor.
- 7.05** Any candidate who is an unsuccessful applicant shall be entitled to request and receive from the Coordinator of Human Resources a debriefing from the selection process and interview.

8.0 JOB POSTING AND ADVERTISING

- 8.01** All vacant, unfilled and term positions of fifty percent (50%), or more, will be posted internally for five (5) working days for employees covered by these terms and conditions of employment.
- 8.02** Employees who have successfully completed their initial probationary period will have the opportunity to apply for positions as internal applicants.
- 8.03** All vacant and unfilled positions may be posted externally concurrent with the internal posting process. Internal applicants will proceed through the selection process prior to consideration of external candidates.
- 8.04** Casual positions that are available for more than sixty (60) consecutive days shall be posted as expressions of interest to employees covered by this policy.
- 8.05** Postings and advertisements for such positions shall contain a detailed description of the qualifications and requirements for the position.

9.0 PROBATIONARY AND TRIAL PERIOD

- 9.01** Each newly hired employee shall be subject to a six (6) month probationary period. The employee may be discharged without appeal prior to the end of the probationary period.
- 9.02** There shall be a performance appraisal of all employees prior to completion of the probationary period.
- 9.03** If the performance appraisal is not satisfactory, then the Board may extend the probationary period up to an additional three (3) months with mutual consent of the employee. If the employee does not consent, the employee shall be discharged.

- 9.04** If a permanent employee is appointed to a new position with significantly different job duties, then said employee shall be subject to a six (6) month trial period.
- 9.05** Subsequent to 9.04, if the performance appraisal is not satisfactory, then the Coordinator of Human Resources, in consultation with the immediate supervisor, may extend the trial period up to an additional three (3) months with mutual consent of the employee. If the employee does not consent, the employee may return to the previous position if the position still exists, or in the event that the former position is no longer available, then to a position comparable to the former position.
- 9.06** Subsequent to 9.04 and 9.05, if the employee has a satisfactory performance appraisal at the end of the probationary or trial period, the employee may become permanent in that position.
- 9.07** If the employee has an unsatisfactory performance appraisal at the end of the trial period, the employee(s) may return to the previous position, if the position still exists, or in the event that the former position is no longer available, then to a position comparable to the former position, if available.
- 9.08** Prior to a new employee's successful completion of the probationary period, the employee will not be eligible to apply as an internal applicant for other positions that become available.
- 9.09** Subsequent to 9.08, sick leave for the employee will be on the basis of 1½ days per month for each month worked.
- 9.10** Subsequent to 9.08, the probationary employee must apply and receive written approval from immediate supervisor and the Coordinator of Human Resources for any leave provisions, with the exception of sick leave, during the probationary period.

10.0 PERFORMANCE APPRAISAL

- 10.01** There shall be an annual performance appraisal of all employees in accordance with the Annapolis Valley Regional School Board Performance Appraisal Policy.

11.0 OFFICIAL EMPLOYMENT FILES

- 11.01** Official Employment Files maintained by the Human Resources Department will include information such as:
- Appraisal forms
 - Letter of Offer/Appointment
 - Copies of educational upgrading
 - Any confidential correspondence

- Letters of commendation
- Disciplinary records
- WCB forms

11.02 Pay and Benefits files will include information such as:

- TD1 forms
- Date of commencement of employment
- Job Classification
- Insurance coverage forms
- Records of Employment
- Records of leaves of absence
- Notice of Change forms
- Pension forms

11.03 Access to Official Employment Files will be in accordance with the Annapolis Valley Regional School Board Employment Files Policy.

12.0 HOURS AND DAYS OF WORK

12.01 The hours of work for non-union support staff shall be as follows:

(a) The normal working week for all employees included in *Schedule A: Non-Union Employees Wage Scale*, shall be five (5) days per week, seven (7) hours per day, Monday to Friday inclusive, constituting a thirty-five (35) hour work week.

(b) For employees included in *Schedule B: Non-Union Employees Salary Scale* the normal work week is based on forty (40) hours.

12.02 Normally, part-year employees will be paid for two hundred and five (205) work days, composed of one hundred and ninety-five (195) school days plus six (6) days at the beginning and four (4) days at the end of the school year, plus eleven (11) paid holidays as per Article 14.0 - Paid Holidays.

12.03 (a) The wages of part-year employees will be paid over a twelve (12) month period.

(b) Part-year employees currently receiving their pay over a ten (10) month period may continue to do so.

(c) Part-year employees may choose to be paid actual wages.

12.04 Subsequent to Clause 12.02, any additional work days approved for part-year employees will be compensated at the normal rate of pay plus vacation pay as in Clause 15.05 and 15.06. Such additional work days must be pre-approved through the Coordinator of Human Resources.

- 12.05** For full-time twelve (12) month employees, the Christmas break and the March break are considered normal working days with the exception of Holidays as per Clause 14.01.
- 12.06** Employees shall be entitled to an unpaid lunch break of up to one (1) hour per day.
- 12.07** Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes for every three and one half (3 ½) consecutive hours worked.

13.0 OVERTIME AND FLEXTIME

- 13.01** Overtime is defined as emergency and unusual work required and pre-approved by the immediate supervisor and reviewed by the Coordinator of Human Resources; for example, emergency call-outs, unusual projects, and/or time sensitive issues that occur outside of scheduled work time. Hourly-waged employees will be compensated for overtime hours worked in excess of seven hours per day at a rate of time and one half and may be taken as wages or time in lieu.
- 13.02** Such time shall be taken prior to any entitled vacation time.
- 13.03** Subsequent to 13.01 and 13.02, immediate supervisors requiring payment of overtime must seek approval (before granting overtime) by Coordinator of Human Resources.

Employees are required to record overtime earned in Aesop.
- 13.04** Employees' overtime balance will appear on their biweekly pay advice.
- 13.05** Time in lieu of overtime must be pre-approved by the Coordinator of Human Resources, if a replacement employee is required.
- 13.06** Flextime is intended to permit the normal working hours to be rescheduled on a temporary basis to accommodate the specific requests of individual employees, but within the operational requirements of the worksite.
- 13.07** Employees wishing to use flextime on a temporary basis must seek and receive the approval of their immediate supervisor.
- 13.08** Flextime hours are to be accumulated and taken on an hour-for-hour basis.
- 13.09** Flextime is to be used only on a temporary basis and is not to be used to change the established work hours of a worksite.
- 13.10** The immediate supervisor must ensure that flextime can be accommodated within the operational requirements of the worksite and that there is no additional expense incurred as a result.

- 13.11** The employee must record flextime in Aesop as it is earned and taken. For further clarity, a replacement will not be provided.
- 13.12** Employees who are required to return to a worksite will be compensated for metrage at the current Board rate.
- 13.13** In order to be considered for compensation for travel time as flextime, travel must be due to required training or attendance at a meeting, presentation, training, etc. and at the request of the immediate supervisor. This benefit is not intended to cover travel time for conferences and employee requested training and development.
- 13.14** The travel must be in excess of the normal requirements of the position and must be a minimum of ½ hour.
- 13.15** For calculation of travel time for flextime purposes:
- (a) The total travel time is the time to travel directly to and from the training site and the employee's home (per day) "Home to Training Site to Home"; and
 - (b) The employee's regular "Home to Work to Home" travel time will be deducted from the total travel time.
- 13.16** The request for compensation for travel time as flextime must be approved by the immediate supervisor and reviewed by the Coordinator of Human Resources on a case-by-case basis.

14.0 PAID HOLIDAYS

- 14.01** Provided the employee is working in the period in which the holiday falls, the paid holidays are:
- New Year's Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - First Monday in August
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
 - Heritage Day
 - any other day proclaimed by the Federal or Provincial Government as a holiday affecting the entire area served by the Board

14.02 Subsequent to 14.01, if any one of these days falls on a non-working day, the holiday shall be moved to the next working day, except those dependent upon the school calendar as prescribed by the Department of Education and Early Childhood Development.

14.03 Pay for holidays is included in the employee's rate as set out in Schedule A and B.

15.0 VACATION

15.01 For purposes of vacation entitlement, the length of continuous service shall be calculated from the first paid day worked in a permanent position including the probationary period with the Board or any of the predecessor boards.

15.02 Vacations shall be taken at times convenient to the Employer, who shall attempt to accommodate the wishes of individual employees. In case of conflict for available vacation periods, the employee with the greatest service shall receive first consideration.

15.03 Employees' vacation balance will appear on their biweekly pay advice.

15.04 Employees, with fifteen (15) or more days of vacation entitlement, will be allowed to carry over unused vacation days, to a maximum of ten (10) days, with the approval in writing of the immediate supervisor and the Coordinator of Human Resources.

15.05 Vacation Entitlement for Employees Working Ninety Percent (90%) or More:

- (a) The year, for purposes of calculating vacation entitlement and scheduling, runs from July 1 of one year to June 30 of the following year for employees working greater than ninety percent (90%) of regularly scheduled hours annually.
- (b) Vacation time is earned in one year and taken during the following year. Employees can take their accrued vacation provided that it has been verified by the Coordinator of Human Resources in advance.
- (c) In the first year of employment vacation time entitlements will be earned at the rate of 4%, up to a maximum of (ten) 10 days, from the date of hire to June 30.
- (d) As of July 1 in the first and subsequent years of employment, vacation will be earned at the following rate to be taken in the following year:
 - One (1) to five (5) years - fifteen (15) working days;
 - Six (6) years or more - one (1) additional day per year to a maximum of thirty (30) working days per year.

- (e) Term employees hired into positions of one year or less will be paid vacation pay.
- (f) Full year job-share employees working 90% or less will be allowed to have vacation time.

15.06 Vacation Entitlement for employees Working less than Ninety Percent (90%)

- (a) The year, for purposes of calculating vacation entitlement and scheduling, runs from August 1 of one year to July 31 of the following year for employees working less than ninety percent (90%) of regularly scheduled hours annually.
- (b) Vacation pay entitlement is normally earned during the year and paid at the end of that year. For the purposes of this Article, vacation pay entitlement is paid as it is earned.
- (c) In the first year of employment, vacation entitlement will be earned at the rate of 4% of earnings for the days worked from the date of hire to July 31.
- (d) As of August 1, following the date of hire, and thereafter in each subsequent year, vacation pay, on the basis of days worked (e.g. 215/260 = 83%), will be granted as follows:
 - One (1) to five (5) years - fifteen (15) working days;
 - Six (6) years or more - one (1) additional day per year to a maximum of thirty (30) working days per year.

16.0 STORM DAYS

16.01 In accordance with the Closure of Schools When Board-Provided Transportation is Cancelled Due to Adverse Weather or Road Conditions Board Policy, employees are expected to report for work when schools are closed due to inclement weather.

16.02 Employees shall not be expected to report to work on system-wide Shutdown Days when all schools and worksites are closed. Employees shall not suffer any loss of pay or benefits.

- (a) On a day when there is a closure of schools and it is announced that there is a delayed opening for worksites, employees scheduled to work will report to work at the stated delayed start time and work the remainder of their scheduled hours.
- (b) On a day when there is a closure of worksites after the employee's workday has begun, then the employee will end their workday and return home. The employees who have not yet begun their workday will not report to work on that day.

In the case of severe local conditions when a closure of all schools and worksites in one county of the Region has been announced, then employees in that county shall not be expected to report to work. Employees shall not suffer any loss of pay or benefits.

16.03 Notwithstanding Article 16.01 and 16.02, where employees are not required to provide services to students because students are not in school because of weather or because instruction is not being provided to students. Employees shall be expected:

- (a) to attend work and perform designated duties on such days;
 - (i) If an employee cannot report for work because of storm conditions, the lost time shall be treated as leave with pay if approved by the Coordinator of Human Resources.
 - (ii) If an employee reports to work late as a result of storm conditions but works for more than half of the regularly scheduled hours, the employee will not lose pay or benefits for the time missed.
 - (iii) Prior to the commencement of the working day, the employee shall call the supervisor to advise if they will be late or unable to report to work.

16.04 If an employee does not report to work on a storm day when Regional Office is not closed, then the employee may use time in lieu of overtime, flextime or vacation leave with the approval of their immediate supervisor.

16.05 The employee may request a day without pay for the storm day from the Coordinator of Human Resources with the approval of their immediate supervisor.

17.0 SICK LEAVE PLAN

17.01 Twelve month employees shall be entitled to twenty (20) days of paid sick leave per year.

17.02 Employees working less than twelve (12) months shall be entitled to prorated days of paid sick leave per year based on their work schedule (e.g. $215/260 = 16.5$ days).

17.03 (a) A part-year employee will be entitled to accumulate a maximum two hundred and five (205) days of paid sick leave.

(b) A full-time employee will be entitled to accumulate a maximum of two hundred and twenty (220) days of paid sick leave.

17.04 Accumulated sick leave shall not begin to be used until the current year's regular sick leave has been expended.

It is required for employees to complete the Long Term Disability application process and, if approved, convert from paid/unpaid sick leave to LTD effective the date of approval.

17.05 Employees are responsible to record their sick leave usage in Aesop.

17.06 Employees' sick leave balance will appear on their biweekly pay advice.

17.07 Sick leave is prorated as of August 1 of each year for permanent part-time employees as per Clause 17.02.

17.08 Sick leave days are granted on the first working day of the new year whether the employee reports to work, is on sick leave with pay, or is absent on approved paid leave.

17.09 (a) An employee shall be required to produce a medical certificate from a medical practitioner in a format satisfactory to the Employer for any illness in excess of ten (10) consecutive working days, certifying that the employee was unable to carry out assigned duties due to illness.

(b) Notwithstanding the foregoing, the Employer may request a medical certificate from a Medical Practitioner at any time if the employee's attendance record indicates sick leave usage which results in above average absence from work.

17.10 If the Employer has reasonable concerns about the employee's ability to perform their regular duties upon the employee's expected return to work, then the Employer may require the employee to undergo an examination by a medical practitioner prior to the employee's return. The purpose of the medical examination is to determine the employee's fitness to resume the employee's regular work.

17.11 The Employer may request an employee submit to a medical examination to obtain a medical certificate from a medical practitioner of its choice if at any time there is reasonable concern about an employee's:

- ability to carry out her their duties, or;
- sick leave usage.

17.12 The position from which the employee is on sick leave or Long Term Disability will be held for two (2) years from the last day paid.

18.0 PREGNANCY/PARENTAL/ADOPTION LEAVE

18.01 Pregnancy Leave

The Employer shall not terminate the employment of an employee

because of their pregnancy.

- (a) An unpaid pregnancy leave of seventeen (17) weeks will be granted.
- (b) An employee shall no later than the fifth (5th) month of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery, or not later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) The employee will provide the Employer as much notice as reasonably practicable of the commencement of their leave or their return to work.
- (g) The Employer may require an employee to commence a leave of absence without pay where the employee's position cannot be reasonably performed by a pregnant employee or the performance of the employee's work is materially affected by the pregnancy. Such action shall not be taken until the employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing their ability to work.
- (h) An employee suffering from an illness arising out of or associated with the employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 18.0 may be granted sick leave in accordance with the provisions of Article 17.0.

18.02 Parental Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer four (4) weeks notice of the date that the Employee will begin the leave and the date that the ewill return to work. The employee may alter the date of return to work upon two (2) weeks' notice to the Employer.
- (b) Where notice as required under Clause 18.02 (a) is not possible due to circumstances beyond the control of the employee, the employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an employee, who has taken a pregnancy leave and whose newborn child or children arrive in the employee's home

during pregnancy leave:

- (i) shall begin immediately upon completion of the pregnancy leave, without the employee returning to work;
- (ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the employee, subject to the employee giving four (4) weeks notice of the date upon which the leave will end.

18.03 Parental Leave for Spouse

The parental leave for an employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 18.02 (c):

- (a) shall begin on such date coinciding with or after the birth of the child as the employee determines; and
- (b) shall end not later than fifty-two (52) weeks after the parental leave began and in any case, no later than fifty-two (52) weeks after the child or children first arrive in the employee's home.

18.04 Parental Leave for Adoptive Parents

An employee who becomes a parent of one or more children through the placement of the child or children in the care of the employee for the purpose of the adoption of the child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. This leave:

- (a) shall begin on a date coinciding with the arrival of the child or children in the employee's home; and
- (b) shall end not later than fifty-two (52) weeks after the leave began.

18.05 Supplementary Employment Benefits

- (a) If an employee on pregnancy or adoption leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the employee a Supplemental Employment Benefit.
- (b) The Board agrees to top-up employee insurance program payments according to the following schedule: the waiting period for Employment Insurance Benefits shall be paid at the rate of seventy-five percent (75%) from the Board. The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three (93%).
- (c) If an employee wishes to continue to participate in the NSSBA Group Benefit Plan during parental leave, then the benefit costs will be the sole responsibility of the employee.

- (d) It is the employee's responsibility to notify the Employee Benefits Officer that they wish to continue to participate in the NSSBA Group Benefit Plan.

18.06 Birth/Adoption of a Child Leave

Where an employee's spouse or partner gives birth to one or more children, or one or more children are placed in the employee's home for adoption, the employee shall be granted, upon request, special leave with pay up to a maximum of two (2) days. This leave may be divided into two (2) separate days.

19.0 LEAVE OF ABSENCE

19.01 (a) Employees may apply to the Coordinator of Human Resources for a Leave of Absence without pay and benefits up to one (1) year.

(b) For staffing purposes, employees must normally submit the request no later than two (2) months prior to the start of the one (1) year leave of absence.

19.02 An employee may apply for a second full year leave of absence after returning to work for a minimum period of two (2) years.

19.03 Granting of the request will depend upon whether it is reasonable and can accommodate the work schedules without causing too much disruption and inconvenience. The immediate supervisor shall be consulted before the request is granted.

19.04 Service shall continue to accumulate for leaves of two (2) months or less.

19.05 Leave without pay may be granted to a permanent employee who leaves the employ of the Board to work for another employer, for a maximum of one (1) year.

19.06 An employee on a one (1) year leave of absence must confirm, in writing to the Coordinator of Human Resources their intent to return to work two (2) months prior to the end of the leave. For leaves of less than a year, notice will be given one month prior to the end of the leave.

20.0 COMPASSIONATE CARE LEAVE

20.01 An employee who has been employed for a period of at least three (3) months is entitled to a leave of absence of up to twenty-six (26) weeks to provide care or support to a family member of employee if a legally qualified medical practitioner issues a certificate stating that the family

member is gravely ill with a significant risk of death within twenty-six (26) weeks from:

- (a) The day the certificate is issued; or
- (b) When the leave was begun before the certificate was issued, the day the leave was begun.

20.02 The leave of absence may only be taken during the period

- (a) That begins with:
 - (i) The first day of the week in which the certificate is issued, or
 - (ii) Where the leave was begun before the certificate was issued, the first day of the week in which the leave was begun if the certificate is valid from any day in that week; and
- (b) That ends with the last day of the week in which either of the following occurs:
 - (i) The family member dies, or
 - (ii) The expiration of twenty-six (26) weeks following the first day of the week referred to in clause (b)(i).

20.03 A leave of absence under this article may only be taken in periods of not less than one (1) week's duration.

20.04 Where requested in writing by the Employer, the employee must provide the Employer with a copy of the certificate referred to in subsection (b).

20.05 For a period of time specified in this article, the employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of that period.

20.06 An employee shall advise the Employer as soon as possible of any intention to take a leave of absence under this article.

20.07 If an employee on compassionate leave in accordance with this article is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the employee a Supplemental Employment Benefit.

20.08 The Board agrees to top-up employee insurance program payments according to the following schedule: the waiting period for Employment Insurance Benefits shall be paid at the rate of seventy-five percent (75%) from the Board. The remaining period shall be shared by Employment Insurance and the Board up to ninety-three (93%) to a maximum of eight (8) weeks.

21.0 BEREAVEMENT/SPECIAL LEAVE

21.01 For purposes of this Article, leave will be granted for:

- (a) Bereavement and
- (b) Special Leave
 - (i) illnesses defined as: critical illness, serious illness and illness;
 - (ii) urgent personal business.

21.02 For purposes of this Article, Bereavement and Special Leave will be granted to employees to attend to the death and/or illness of the employee's:

- (a) Parent, Step-Parent, Child, Step-Child, Grandchild, Spouse, Same-Sex Partner or Fiancé, Brother, Sister, Grandparent, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Person for whom you have been declared legal guardian;
- (b) Former Guardian, Sister-in-Law, Brother-in-Law, Aunt, Uncle, Nephew, Niece.
- (c) An additional two (2) days, with pay, shall be granted if the employee must travel outside of the Province to attend the funeral or must attend to beneficiary responsibilities pursuant to Clause 21.02(a) or (b).
- (d) Where the interment or memorial service is not held within the five (5) day period immediately following the death, one (1) day of the leave may be taken on the date of the interment or memorial service.
- (e) For the purpose of this Article, relationships are as recognized by Revenue Canada.

21.03 Bereavement leave of up to:

- (a) five (5) days will be granted in the event of a death of each individual pursuant to 21.02 (a).
- (b) three (3) days will be granted in the event of a death of each individual pursuant to 21.02 (b).
- (c) one (1) day for each occurrence to attend the funeral of a friend (including a student or employee). Such leave requires the prior approval of the immediate supervisor, and will not be unreasonably withheld.

21.04 Special leave will be granted for:

- (a) Critical illness of up to:

- (i) five (5) days for each individual pursuant to 21.02 (a) for each incident;
 - (ii) three (3) days for each individual pursuant to 21.02 (b) for each incident.
- (b) To attend to the serious illnesses that cannot be attended to by anyone other than the employee, up to:
- (i) three (3) days per year for each individual pursuant to 21.02(a);
 - (ii) one (1) day per year for each individual pursuant to 21.02(b).
- (c) Illness of up to:
- (i) five (5) days per year for the group of individuals pursuant to 21.02 (a), and these days shall be deducted from the employee's sick leave entitlement.
- (d) The Board reserves the right to require proof of illness for paid leave pursuant to 21.04 (a), (b) and (c).
- 21.05** (a) Special leave of up to five (5) days in total per year may be granted for urgent and imperative personal business as follows:
- (i) Victim of serious fire, flood or earthquake;
 - (ii) Day of the marriage of the employee or any individual pursuant to 21.02 (a);
 - (iii) Day of employee's graduation or the graduation of a member of the immediate family pursuant to 21.02 (a), from a high school or post-secondary institution, if the graduation is outside the Region on a day of work or is held during the normal work hours of the employee.
 - (iv) Any urgent or imperative personal business that cannot be attended to by anyone else nor on a day other than a working day.
- (b) Special leave requests for urgent and imperative personal business shall be made in writing to the Coordinator of Human Resources.

22.0 JURY/WITNESS DUTY

- 22.01** Employees shall be granted a leave, without loss of pay or benefits, to serve as a juror or witness in a court, or to respond to a subpoena to attend a court of law or coroners' inquest, or to be present in court during the jury selection process.

23.0 PREPAID LEAVE PLAN

- 23.01** The prepaid leave plan is established to afford regular full-time employees the opportunity of taking a leave of absence and to finance the leave through the deferral of salary.

- 23.02** (a) Applications under this plan will not be unreasonably denied.
- (b) Approval of employee requests to participate in the plan shall rest solely with the Employer and a refusal to approve an application shall be final. The reason for refusal will be shared with the applicant.
- 23.03** (a) An employee must make written application, on the Prepaid Leave Plan Contract (Appendix B), to the Coordinator of Human Resources by no later than April 1 requesting permission to participate in the plan. Entry date into the plan for deductions must commence at the beginning of a bi-weekly pay period, in accordance with the operations of the Employer and at the commencement of a school year.
- (b) Written acceptance or denial of the request shall be forwarded to the employee no later than June 30 of the year of the written application.
- 23.04** (a) The period of leave will be either one (1) year or six (6) months.
- (b) Upon the employee's return from the prepaid leave, the Employer will assign the employee to the same position, or if the position no longer exists, then the employee will be governed by the appropriate provisions of these "Terms and Conditions of Employment".
- 23.05** The payment of salary, benefits, and the timing of the period of leave shall be as follows:
- (a) During the deferral period of the plan, preceding the period of leave, the employee will be paid a reduced percentage of the salary. The remaining percentage of salary will be deferred, and this accumulated amount plus the interest earned shall be retained for the employee by the Employer to finance the period of leave and deposited in a true savings account in the banking institution chosen by the Employer for regular banking business.
- (b) The deferred amounts, when received are considered to be salary or wages and as such are subject to withholding for Income Taxes, Canada Pension Plan, and Employment Insurance at that time and provided this is in accordance with legislation at the time of deductions and deferrals.
- (c) The credit of interest under the terms of this plan shall be done at month's end. The interest paid shall be the interest earned.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the employee by the Employer no later than August 31.
- (e) The minimum and maximum length of the deferred period will be two (2) to six (6) years. The minimum and maximum deferred amount may

range from ten percent (10%) to thirty-three and one-third percent (33 1/3%) of salary. The minimum and maximum length of any contract under the plan may range from three (3) to seven (7) years.

- (f) The employee may request any length of deferral period in accordance with the provisions set out under Prepaid Leave Plan, Clause 23.05 (e).

23.06 (a) While the employee is enrolled in the plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the employee would have received had they not been enrolled in the plan.

- (b) An employee's benefits will be maintained by the Employer during their leave of absence; however, the premium costs of all such benefits shall be paid by the employee during the leave, that is, all costs are the responsibility of the employee and there will be no costs to be borne by the Employer.

- (c) While on leave, any benefits related to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had they not been enrolled in the plan.

- (d) Both Employer and employee pension contributions shall be paid by the employee during the period of leave if in accordance with RRSP and/or pension plans.

- (e) The period of leave shall be a period of pensionable service subject to Clause 23.06 (d).

- (f) Pension deductions shall be made on the salary the employee would have received had they not entered the plan or gone on leave.

- (g) Sick leave and vacation credits will not be earned during the period of leave nor will any other leave be available during such period.

- (h) Unless otherwise identified in this Article, the prepaid salary leave will accrue no benefits different than a leave of absence without pay except that service shall continue to be gained during said leave.

23.07 (a) An employee may withdraw from the plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, and layoff which continues past September 1. Requests for withdrawal must be submitted in writing to the Coordinator of Human Resources detailing the reason(s), as soon as possible prior to the commencement of the leave.

- (b) Termination of the plan will occur with termination of employment.

- (c) In the event of withdrawal the employee shall be paid a lump adjustment equal to any monies deferred plus accrued interest minus usual deductions or monies due the Employer. Repayment shall be made as soon as possible, but not later than sixty (60) calendar days of withdrawal from the plan.
 - (d) Should an employee die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible.
- 23.08** (a) All employees will be required to sign an approved contract attached as Appendix B before enrolling in the plan. The contract will set out all terms of the plan in accordance with the provisions set out herein.
- (b) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the employee and Employer.

24.0 EMPLOYEE RELATIONS

- 24.01** There will be a Non-Union Employee Relations (NUER) Committee comprised of Human Resources Management representatives and Administrative Support and Confidential Staff representatives.
- 24.02** The Terms of Reference for the NUER will be reviewed annually and said terms may be revised accordingly.
- 24.03** The Terms of Reference for the NUER Committee will be approved by the Director of Human Resources in accordance with the Human Resources Committee Minutes dated January 31, 2000.

25.0 TRAINING AND DEVELOPMENT FOR CONFIDENTIAL AND ADMINISTRATIVE SUPPORT EMPLOYEES

- 25.01** In keeping with the Board's stated goal, "Our staff will work continuously to attain the highest levels of competence, qualification and motivation for their respective roles"; the Board shall annually provide a fund based on \$100.00 per permanent confidential and administrative support staff employee. This shall be known as the Training and Development Fund and shall be separate from any funds allocated for in-service training. This fund will be available to confidential and administrative support staff.
- 25.02** The Training and Development Fund will be administered by the Coordinator of Human Resources who may establish an Advisory Committee with Terms of Reference and guidelines for allocating funds.
- 25.03** Employees wishing to increase their levels of competency may do so by participating in workshops, seminars, conferences, or by taking courses individually.

- 25.04** The Employer may, from time to time, recommend an employee to take courses and/or programs which may be necessary due to changes in her job or to assist an employee requiring development and improvement in the areas for which the employee is responsible.
- 25.05** Applications for approval may be made for workshops, seminars, courses and conferences which:
- are a credit towards a certificate of upgrading
 - or**
 - are directly related to the work for which the employee is or will be responsible;
 - or**
 - are approved by the Coordinator of Human Resources.
- 25.06** Applications for approval shall be submitted, through the immediate supervisor, to the Coordinator of Human Resources for processing, normally before taking a workshop, seminar, course or conference.
- 25.07** A replacement for an employee who is attending a workshop, seminar, course, or conference may be provided if necessary and costed to the Training and Development Fund.
- 25.08** To qualify for reimbursement of the pre-approved training and development activity, the employee must submit verification of successful completion and receipts within sixty (60) days of completion of workshop, seminar, course or conference.
- 25.09** Workshop/seminar/course/conference expenses include registration, metrage, accommodations and meals where applicable. Accommodation will be paid up to a maximum of \$140.00/night; meals and metrage will be paid at the current Board rate. Original receipts must be supplied for all registrations, and accommodation.
- 25.10** Employees shall be limited to two (2) of the following: workshops/ seminars/full University credit courses/conferences per year.
- 25.11** Training and Development funds for employees in the payroll and technology sections will be allocated as part of the individual Department Training and Development fund. Employees in the payroll and technology sections will be required to complete an application form and submit it to their immediate supervisor for approval.

26.0 EMPLOYEE RECOGNITION

- 26.01** This award is based on the length of continuous service with the Board as defined in Clause 2.01 calculated to December 31 of the calendar year. Employees will be recognized by presentations at a reception each April.

26.02 The recognition award begins upon the completion of the employee's fifth (5th) year of continuous service and is awarded every five (5) years up to and including retirement.

| | |
|---|---|
| Five (5) Years: | Sterling Silver Board Lapel Pin or Pewter Letter Opener |
| Ten (10) Years: | Lucite Apple or Pen Set |
| Fifteen (15) Years: | Apple Pen Set or Gift Certificate |
| Twenty (20) Years: | Brass Bell or Gift Certificate |
| Twenty-Five (25) Years: | Gold Board Lapel Pin denoting twenty-five (25) Years; Certificate of twenty-five (25) years of service; watch |
| Thirty (30) Years and for each five (5) year anniversary following: | Certificate of years of service and suitable gift |
| Retirement: | Certificate of years of service and suitable gift based on years of service. |

27.0 NO DISCRIMINATION

27.01 The Employer and the employees agree that there shall be no discrimination with respect to employees covered by these Terms and Conditions of Employment and prohibited by the ***Labour Standards Code, Trade Union Act*** (Nova Scotia) or the ***Human Rights Act*** (Nova Scotia).

27.02 The Employer shall make every reasonable accommodation for employees to ensure they are not discriminated against pursuant to the ***Human Rights Act*** and this Article.

28.0 OCCUPATIONAL HEALTH AND SAFETY

28.01 Employees will be compensated for all time and expenses while participating in Occupational Health and Safety activities as per the ***Occupational Health and Safety Act***.

29.0 PROTECTIVE FOOTWEAR

29.01 With the approval of the Coordinator of Human Resources, employees requiring protective footwear will be reimbursed for the purchase of certified safety footwear to a maximum of \$150.00/year with the submission of original receipts.

30.0 WORKERS' COMPENSATION

30.01 Employees are covered under the *Workers' Compensation Act* (Nova Scotia).

30.02 Where permitted by the *Workers' Compensation Act*, and where it will not adversely affect the compensation to be paid to an employee, the Employer shall provide the following benefits:

- (a) the supplementing ("topping off") of pay up to a maximum of eighty-five percent (85%) of the net pay of the employee as calculated in accordance with the *Workers' Compensation Act*, and
- (b) the continuation of the payment of the Employer's share of any benefits plans during the term of a compensable claim.

31.0 LEGAL ASSISTANCE

31.01 Where an employee as a result of acting lawfully in the performance of their duties is prosecuted or sued by a party other than Her Majesty, the Board undertakes to defend them, provided that the employee shall cooperate fully with the defense provided, and further provided that if the employee retains their own legal counsel, the Board shall be relieved of all obligations under this Article.

32.0 FALSELY ACCUSED

32.01 The Employer recognizes the possibility of an employee being falsely accused of inappropriate behaviour regarding students and other employees in accordance with the Board's policies or complaints under the Child Protection Act or the Criminal Code of Canada.

32.02 When an employee has been falsely accused and regardless of whether the employee was suspended and/or reprimanded, the Board shall assist the employee in returning to their area of responsibility or an alternate placement which is mutually agreed upon.

32.03 The Board may:

- (a) provide for a leave of absence with pay;
- (b) give priority reassignment rights to a vacant position for which the employee is qualified and able;
- (c) pursue other mutually agreed upon alternatives for assignment to another position;

- (d) assist in providing for counselling and/or EFAP services for the employee and their family; and
 - (e) provide upon request from the employee, available factual information to parents, students and other employees.
- 32.04** (a) When an employee has been falsely accused of inappropriate behaviour, and the employee remained in their position and was not suspended or reprimanded, the Board may seek an alternate placement which is mutually agreed upon;
- (b) The Board may give the same support as provided in Clause 32.03 (a), (b), (c), (d), and (e) above.

33.0 DISCIPLINE, SUSPENSION AND DISCHARGE

- 33.01** An employee shall be suspended or discharged for just cause only. A permanent employee shall receive the normal rate of pay while on suspension. In the event that the Superintendent of Schools or designate suspends or discharges an employee the following shall apply:
- (a) The Superintendent of Schools or designate, upon suspending or dismissing an employee shall, within forty-eight (48) hours, notify the employee in writing of the reason, action and/or penalty. A copy of the notice shall be sent to the immediate supervisor and a copy placed in the employee's Official Employment File. The burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the nature of the grounds stated in the discharge or discipline notice to the employee.
 - (b) Within ten (10) working days of receipt of notice, the employee may request in writing an opportunity to appear before the Human Resources Committee of the Board, with or without counsel, to appeal said action.
 - (c) Within ten (10) working days of receipt of request of appeal the Human Resources Committee of the Board shall hear the appeal.
- 33.02** Following the hearing, the Human Resources Committee of the Board shall confirm, vary, or rescind the disciplinary action against the employee.
- 33.03** If the disciplinary action against the employee is rescinded, then the employee shall be restored to the employee's previous position or a mutually agreed upon alternate position without any loss of salary, benefits, or service and the matter shall be expunged from the employee's record.
- 33.04** The Board, in its sole discretion, may make such allowance as to costs incurred by an employee in a successful appeal as the Board considers fair.

33.05 If a letter of warning or discipline is placed in the employee's Official Employment File, the employee shall receive a copy within five (5) working days and shall have the right to reply in writing thereto within five (5) working days and such reply shall become part of the employee's record.

33.06 The record of an employee, including letters of reprimand or any adverse reports, shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action providing there has been no further discipline of the same or a similar nature

34.0 APPEALS

34.01 Employees shall have the right to an appeal. The purpose of the appeal shall be to settle a dispute regarding the interpretation, application, administration, operation, or alleged violation of the Terms and Conditions of Employment for Non-Union Employees. Every attempt should be made to settle the dispute verbally. Except as provided for in Article 33.0 the following procedure shall apply.

- (a) Within ten (10) working days of the alleged dispute, the employee may appeal in writing to the immediate supervisor. Every reasonable attempt shall be made to meet and settle the dispute at this level. The supervisor shall meet and respond to the employee within five (5) working days of receipt of the appeal.
- (b) Failing a satisfactory resolution in 34.01(a), the appeal may be submitted within five (5) working days in writing to the Director of Human Resources, who shall meet and respond in writing to the employee within five (5) working days following receipt of the appeal.
- (c) Failing a satisfactory resolution in 34.01(b), the appeal may be submitted within five (5) working days in writing to the Superintendent of Schools, who shall meet with and respond in writing to the employee within five (5) working days following receipt of the appeal.
- (d) Failing a satisfactory resolution in 34.01(c), the employee within five (5) working days of the response from the Superintendent of Schools, may submit the appeal in writing to the Human Resources Committee of the Board, which shall meet with the employee and/or their representative, and render its decision within ten (10) working days of receipt of such notice. The decision of the Human Resources Committee shall be binding.

34.02 At any time during the appeal process, the employee making the appeal shall have the right to attend meetings regarding the appeal, either with or without a representative. The employee may choose to be represented at the meeting(s) by another employee or legal counsel.

34.03 The employee and their representative (if another employee) will receive their current rate of pay if the appeal meeting(s) is (are) held during work hours.

35.0 WAGE AND SALARY SCALES

35.01 Employees will receive wages for the positions as set out in Schedule A, and salary for the positions as set out in Schedule B, effective April 1, 2017.

35.02 Except as otherwise provided, the Employer shall pay each employee on the second Thursday in August in every school year and every two (2) weeks thereafter a sum equal to one-twenty-sixth (1/26) of the applicable annualized wages less authorized deductions.

35.03 Notwithstanding 35.02, for any year in which the second Thursday in August falls three (3) weeks from the last payday in July, the first (1st) payday of that school year shall be the second (2nd) Monday of August.

35.04 (a) The employee shall be provided with an itemized statement of their wages and other supplementary pay and deductions.

(b) Employees will be able to view online and print their individual pay advice on or after the date on which the deposit is made. The Board will provide access to a secure computer and printer at each worksite for this purpose.

35.05 An employee shall have their net pay deposited directly to an account in the employee's name at the financial institution of their choice.

35.06 Employees have the responsibility to make every reasonable effort to notify the Board of either over or underpayment of wages.

35.07 Overpayment of wages or under deduction of benefits other than group insurance made in error to an employee may be recovered by the Employer by withholding the amount of such overpayment in equal deductions from the pay due the employee within the current fiscal year or such lesser period as may be agreed to in writing between the employee and the Employer.

35.08 Notwithstanding 35.07, if the amount of recovery would cause unreasonable hardship to the employee, the repayment period may be extended by the Employer, but in no instance will it exceed twelve (12) months from the date of notice.

35.09 Notwithstanding 35.07 and 35.08, if the amount of any recovery is less than five percent (5%) of the employee's biweekly net pay, it will be deducted in full from the next regular pay of the employee.

35.10 The Employer will not attempt to recover any overpayment of wages unless notice of overpayment has been given by the Employer to the employee no later than October 31 following the end of the year in which the overpayment occurred.

35.11 Any employee covered by this document who is temporarily assigned to another position for which the rate of pay is different from the rate of pay for the employee's regular position shall receive the higher rate of pay while employed in the temporary assignment.

35.12 If an employee is in a temporary assignment, then said assignment shall be reviewed at the end of one (1) year to determine if it will continue as a temporary assignment.

36.0 GROUP HEALTH AND INSURANCE BENEFITS

36.01 All permanent employees working a minimum of fifteen (15) hours per week are eligible for all benefits.

36.02 All employees reaching the age of 65 should contact the Employee Benefits Officer regarding changes to their benefits package.

36.03 Compulsory Group Health and Insurance Benefits:

- Basic Life Insurance
- Accidental Death and Dismemberment Insurance
- Dependent Life Insurance (if applicable)
- Long Term Disability Insurance
- Health Care
- Dental Care
- Optional Life Insurance is also available

36.04 Long Term Disability Insurance premiums are paid one hundred percent (100%) by the employee.

36.05 Exemption from the Long Term Disability Plan for employees from the former Kings County District School Board was granted on a one-time basis.

36.06 Effective March 1, 1999, employees from the former Annapolis District School Board and Hants West District School Board as of March 31, 1996 had the ability to opt out of the Long Term Disability and Dental Care plan on a one-time basis.

36.07 (a) An eligible employee may be exempted from Health coverage if proof of spousal coverage or group coverage from a previous employer under a comparable plan is provided to the Employer and the provider.

(b) Any employee covered under a spousal Medical plan has the option to select Dental Care coverage only.

- 36.08** Pursuant to 36.06, those employees wishing to join the Long Term Disability Insurance plan must provide evidence of insurability to the policy carrier.
- 36.09** There is a waiting period of six (6) months of continuous employment for new employees for the following benefits:
- Health and Dental Care
 - Basic Life Insurance
 - Optional Life Insurance
 - Dependent Life Insurance
 - Accidental Death and Dismemberment Insurance
 - Long Term Disability Insurance
- 36.10** Employees who retire from the Board may be eligible for participation in the NSSBA Retiree Benefits Program in accordance with the program provisions.
- 36.11** The Employee and Family Assistance Program (EFAP) Shepell-fgi is cost shared on a 50/50 basis to a maximum of thirty dollars (\$30.00) per year, per employee [fifteen dollars (\$15.00) for Employer and fifteen dollars (\$15.00) for employee] and participation in the EFAP is mandatory.

37.0 EMPLOYEE HEALTH AND WELLNESS

- 37.01** The Employer will establish a wellness fund of fifteen thousand dollars (\$15,000.00) per year to reimburse permanent employees covered by the Terms and Conditions of Employment for approved wellness activities.
- 37.02** An approved list of wellness activities has been developed and is being maintained by a representative group of administrative support, confidential and managerial employees.
- 37.03** The Wellness Fund will be administered by the Coordinator of Human Resources who may establish an advisory committee with Terms of Reference and Guidelines for allocating funds.
- 37.04** Applications for approval shall be submitted to the Coordinator of Human Resources for processing.

38.0 PENSION PLAN

- 38.01** The Employer will continue to participate with eligible employees in the NSSBA pension plan in accordance with existing plans.
- 38.02** Following six (6) months of work and successful completion of the probationary period, participation in the Pension Plan is mandatory for eligible permanent employees.

38.03 Term employees are not eligible to participate in the pension plan.

38.04 The parties agree to cost share equally the premium cost of participation in the plan as set out by the Board of Trustees of the NSSBA Pension Plan.

39.0 SERVICE AWARDS

39.01 All existing Service Awards (former Annapolis and Kings County District School Board employees and Sick Leave Payout and Death Benefits for former Hants West District School Board employees) shall be continued under the present terms and conditions of such plans or until amended in accordance with Appendix C: Letter of Understanding: Service Awards, Death Benefits or Sick Leave Payout.

39.02 An employee hired prior to April 1, 2015 who retires or is laid off permanently, will receive a service award as follows:

After thirty (30) years of consecutive employment with the Board, in accordance with Article 2.0 Service, an employee shall be eligible to receive the equivalent of ten (10) days of wages/salary at the current rate of pay based on the current number of hours worked each day.

40.0 SUCCESSOR RIGHTS

40.01 All conditions and privileges contained in the “Terms and Conditions of Employment Policy” shall be recognized by successor School Boards to the Annapolis Valley Regional School Board.

41.0 REVIEWS AND AMENDMENTS

41.01 “Terms and Conditions of Employment Policy” shall be reviewed every four (4) years and may be amended on an annual basis as per the School Board Policy on policies. This policy will remain in effect from April 1, 2017 to March 31, 2021, unless otherwise revised.

41.02 If the wage/salary review has not been established to correspond to the same dates as the Terms and Conditions of Employment Policy, then the wage/salary review and amendment to the wage/salary scale may be on an annual fiscal year basis.

41.03 The Director of Human Resources, or designate, will be responsible for the review of said Policy.

41.04 The Terms and Conditions of Employment for Non-Union Employees will be administered in accordance with the Annapolis Valley Regional School Board Terms and Conditions of Employment Policy.

Non-Union Terms and Conditions of Employment
Notes for Schedules A and B

1. Schedules A and B are composed of thirteen (13) annual salary/wage bands. Each band has a five (5) step scale.
2. Employees in Job Bands 1 – 5, as depicted in Schedule A, will receive hourly wages.
3. Employees in Job Bands 6 – 12, as depicted in Schedule B, will receive a salary.
4. The salary scale is based on a 260 day work year.
5. The annual pay cycle will be from August 1 to July 31, annually.
6. The wage calculation for positions covered by *Schedule A: Non-Union Wage Scale* will be based upon the number of days worked in the annual pay cycle.
7. The salary calculation for positions included in *Schedule B: Non-Union Salary Scale* is based on 260 work days annually. The “Actual Annual Salary” will be a separate calculation annually based upon the actual number of work days in the annual “Pay Cycle.”
8. As of the date of approval of the policy, all current employees will be placed in the revised salary band at the same step/level as their current job placement.
9. When an employee is assigned to a position in a higher band then they will be placed at the next highest step in the higher band with a minimum of 5% wage increase based upon the converted hourly rate.
10. All new employees after January 1, 1999, will ordinarily be placed at the beginning step of the scale for the appropriate band as of their date of hire.
11. Subsequent to #10, all employees hired after January 1, 1999 will advance on the five step experiential scale for continuous service on the anniversary date of employment.
12. Employees in positions included in *Schedule A: Non-Union Employees Wage Scale* will work and be compensated for thirty-five (35) hours per week.
13. Employees in positions included in *Schedule B: Non-Union Employees Salary Scale* will work forty (40) hours per week.

SCHEDULE A

**NON-UNION EMPLOYEES
WAGE SCALE**

| April 1, 2017 | | | | | |
|---------------|---------|--------|--------|--------|--------|
| Band | Minimum | Step 2 | Step 3 | Step 4 | Step 5 |
| 5 | 21.00 | 22.05 | 23.15 | 24.29 | 25.51 |
| 4 | 18.02 | 18.94 | 19.90 | 20.89 | 21.93 |
| 3 | 15.74 | 16.53 | 17.36 | 18.25 | 19.13 |
| 2 | 13.79 | 14.49 | 15.23 | 15.97 | 16.77 |
| 1 | 12.22 | 12.83 | 13.48 | 14.15 | 14.86 |

SCHEDULE B

**NON-UNION EMPLOYEES
SALARY SCALE**

| April 1, 2017 | | | | | |
|---------------|-----------|-----------|-----------|-----------|-----------|
| Band | Minimum | Step 2 | Step 3 | Step 4 | Step 5 |
| 13 | - | - | - | - | - |
| 12 | 109569.36 | 115047.83 | 120800.22 | 126840.23 | 133182.25 |
| 11 | 96071.34 | 100874.89 | 105918.64 | 111214.56 | 116775.31 |
| 10 | 84236.15 | 88447.97 | 92870.36 | 97513.88 | 102389.58 |
| 9 | 73858.97 | 77551.91 | 81429.52 | 85500.99 | 89776.03 |
| 8 | 64760.17 | 67998.19 | 71398.10 | 74967.99 | 78716.39 |
| 7 | 56782.26 | 59621.38 | 62602.45 | 65732.59 | 69019.18 |
| 6 | 49787.15 | 52276.53 | 54890.35 | 57634.86 | 60516.61 |

**Non-Union Terms and Conditions of Employment
Schedule C
Job Bands**

1. All non-union jobs were evaluated and assigned point values. The jobs were then rank ordered in accordance with individual job point values.
2. The rank ordered jobs were grouped into thirteen (13) bands for wage/salary purposes. All jobs listed for any single band will advance through the respective five point experiential scale, in accordance with Schedules A and B.
3. All non-union jobs are listed in alphabetical order within the respective bands as follows:
 - 13 Open Band
 - 12 Open Band
 - 11 Open Band
 - 10 Coordinator of Property Services
 - 9 Assistant Coordinator of Property Services
Coordinator of Financial Services
Coordinator of Human Resources
Coordinator of Information Technology
Coordinator of Procurement
Coordinator of Race Relations, Cross Cultural Understanding and Human Rights
Coordinator of Transportation
 - 8 SchoolsPlus Facilitator
 - 7 Assistant Coordinator of Financial Services
Building Systems Foreman
Custodial Foreman
Electrical Foreman
Executive Assistant to Superintendent
International Students Project Manager
Maintenance Foreman
Network Specialist
Planner Foreman
Occupational Health and Safety Officer
Transportation Foreman
 - 6 Area Computer Technician
Assistant Custodial Foreman
Budget Officer
Communications and FOIPOP Officer

Education Systems Specialist
Employee Benefits Officer
Executive Assistant to Director of Finance
Executive Assistant to Director of Operations
Executive Assistant to Director of Human Resources
Executive Assistant to Director of Programs and Services
Mi'kmaq Services Specialist
Procurement Buyer
Program Data Analyst

5 Board Secretary
International Students Project Assistant
Payroll Analyst
Payroll Specialist
RCH Secretary/Analyst
Secretary to Coordinators (HR, P&S and Property Services)

4 Finance Clerk
Human Resources Clerk
Operations Clerk
Programs and Services Secretary
Receptionist
School Secretary
Secretary to the Coordinator of Transportation
Student Services Secretary

3 Open Band

2 Open Band

1 Open Band

Non-Union Terms and Conditions of Employment
Appendix A
Non-Union Employment Equity Policy

The Employer has made a commitment to address inequities that presently exist in the system as they are identified. To honour this commitment, vacant positions will be designated for employment equity purposes for external postings during these Terms and Conditions of Employment.

The external posting, or advertisement will include: a detailed description of qualifications, job requirements, and a stated commitment to employment equity.

Non-Union Terms and Conditions of Employment
Appendix B
Prepaid Leave Plan Contract

I have read the terms and conditions of Article 23.0: Prepaid Leave Plan of the "Terms and Conditions of Employment for Non-Union Employees" effective April 1, 2017 to March 31, 2021 and hereby agree to enter the Plan subject to said terms and conditions.

APPLICATION DATE (deadline April 1)

I wish to enroll in the Prepaid Leave Plan commencing the first pay period of August, _____.

PERIOD OF LEAVE (The period of leave will be either one (1) year or six (6) months.)

I shall take my leave of absence from ____/____/____ to
____/____/____. (day/ month/ year)
(day/ month/ year)

FINANCIAL REQUIREMENTS

The financing of my participation in the Prepaid Leave Plan shall be according to the following schedule:

- Commencing the first pay period in August , I wish to defer a percentage of each of my salary payments for the next _____ school years in accordance with the following schedule:

| | | |
|---------------|---------------|---------------|
| Year 1 _____% | Year 3 _____% | Year 5 _____% |
| Year 2 _____% | Year 4 _____% | Year 6 _____% |

(Complete the required number of years and percentage for deferral.)

- Annually, the Annapolis Valley Regional School Board shall provide me with a statement regarding the status of my account.
- In the year of leave, the total monies accumulated as of the last pay in July of that year shall be paid according to the terms of the Prepaid Leave Plan.
- In the event of my death while participating in the Plan, my accumulated principal and interest shall be paid to _____.
(Please print complete name)

Present Worksite

Present Position

Social Insurance Number

Employee Number

Employee's Signature

Witness

Date

APPROVAL:

Director of Human Resources

Date

Non-Union Terms and Conditions of Employment
Appendix C
Letter of Understanding
Service Awards, Death Benefits or Sick Leave Payout

LETTER OF UNDERSTANDING

Re: Service Awards, Death Benefits or Sick Leave Payout

1. The entitlement of Employees formerly employed by the Annapolis District School Board for service awards was calculated as of December 31, 1998. There shall be no further entitlements earned or accrued.
2. The entitlement of employees formerly employed by the Hants West District School Board for death benefits was calculated as of December 31, 1998. There shall be no further entitlements earned or accrued. The entitlement as of December 31, 1998, or fifty percent (50%) of unused sick leave credits on date of death of the employee, whichever is the lesser, shall be paid out.
3. All employees formerly employed by the Hants West District School Board shall have calculated for them the amount of sick leave payout to which such employees may become entitled to under the provisions of the Hants West District School Board. There shall be no further additions to such entitlements. Such employees shall be entitled to be paid such entitlement on the terms provided for provided that the amount paid to such employee shall be the amount calculated as of December 31, 1998, or the applicable percentage of unused sick leave credits on the date of entitlement, whichever is the lesser.
4. The existing entitlement of employees formerly employed by the Kings County District School Board for service awards was calculated as of December 31, 1998 and there shall be no further entitlements earned or accrued.
5. The names of employees who may be entitled to specific benefits in accordance with items 1 to 3 of this "Letter of Understanding" are attached as Appendix "D" herein.

**Non-Union Terms and Conditions of Employment
Appendix D**

Re: LETTER OF UNDERSTANDING

Re: Service Awards, Death Benefits or Sick Leave Payout

1. Employees formerly employed by the Annapolis District School Board who may be entitled to a benefit in accordance with service awards calculated as of December 31, 1998:

Deborah Hannam
Gail Ruggles

2. Employees formerly employed by the Hants West District School Board who may be entitled to a benefit in accordance with provisions in the Letter of Understanding, items 2 or 3:

Wendy Hudson

3. Employees formerly employed by the Kings County District School Board who may be entitled to a benefit in accordance with service awards calculated as of December 31, 1998:

Carol Hill
Marion Holleman