



Wetaskiwin Regional Public Schools

SUPPORT STAFF TERMS OF EMPLOYMENT

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INTRODUCTION:

The Terms of Employment for Support Staff describe the employment conditions for all support staff employed by Wetaskiwin Regional Public Schools and establishes the various classifications of employment and the salary and benefits for each.

The Terms of Employment apply to all Support Staff classifications except where otherwise noted in individual employment contracts.

The Employer retains those residual rights of management not specifically limited by these Terms of Employment.

DEFINITIONS:

Employer or WRPS: Wetaskiwin Regional Public Schools

Continuing 12-month employee: A "continuing 12-month employee" is defined as an employee who occupies a position designated as a full-time 12-month position, who is rated as full time for their classification, the existence of which is intended to be of a continuous nature. (Refer Schedule A: Annual Hours Calculation Table, page 19)

Continuing 10-month employee: A "continuing 10-month employee" is defined as an employee who occupies a position designated as a full time 10-month position, rated as full time for their classification, the existence of which is intended to be of a continuous nature. (Refer Schedule A: Annual Hours Calculation Table, page 19)

Part time employee: A part time 12-month employee or a part time 10-month employee is defined as an employee who works on a regular basis for less than the full-time rating for their classification, the existence of which is intended to be of a continuous nature. All provisions of these Terms of Employment shall apply to part time employees **on a pro-rated basis**.

Temporary employee: A "temporary employee" is any employee who occupies a position that is not of a continuous nature for a fixed term.

Casual employee: A "casual employee" is an employee who is employed on a day to day basis.

Probationary employee: A "probationary employee" is an employee who, at commencement of employment occupies a permanent position for a trial period of 3 months. Probationary employees may be terminated at the discretion of the Employer.

1.1 Vacancies / Transfers

- 1.1.1 Vacancies and temporary vacancies may not necessarily be posted. When it is deemed necessary, vacancy notices will be posted on the employer's website at www.wrps11.ca and staffs interested in transfers are invited to apply. Open positions may also be advertised concurrently in local newspapers. Please refer to Administrative Procedure 401, Recruitment and Hiring for further information, available on the WRPS website www.wrps11.ca

2.1 Probation

- 2.1.1 The initial period of employment for a permanent employee shall be for ninety (90) days, which will be considered to be a probationary period. On the basis of an evaluation and recommendation of the site supervisor, and on such other basis as the Associate Superintendent: Personnel considers relevant, the term of employment will be extended by the Associate Superintendent: Personnel or designate.
- 2.1.2 Probationary employees are entitled to all the rights and privileges of these Terms of Employment but may be terminated at any time during the probationary period with the provision of adequate notice, or payment in lieu of notice, as outlined in the Employment Standards Code, except where an employee is discharged for just cause, in which case no notice or payment in lieu of notice is required.

3.1 Evaluation Process

- 3.1.1 Performance evaluations will be conducted in accordance with *Administrative Procedure 405, Supervision and Evaluation of Support Staff*, available on the WRPS website at: wwwp.wrps.ab.ca

4.1 Initial Grid Placement and Merit Increments

- 4.1.1 Initial Grid Placement
- (a) Initial grid placement is determined by the Associate Superintendent: Personnel or designate, and may be granted for satisfactory experience and/or formal education and/or training.
 - (b) Courses, of a credit or non-credit nature, related to the classification may be used for purposes of grid placement. Courses, completed at an accredited post-secondary institution, will be evaluated on the basis of the equivalent portion of a full-time program.

- (c) For the purposes of initial grid placement one-year full time employment experience is equal to one (1) full time equivalency (FTE) for each classification. For support staff hours of work refer to Schedule A: Hours of Work (page 19).
- (d) Persons who qualify for reclassification shall be placed at the first higher wage as compared to their current wage on the new grid.

4.1.2 Grid Increments

All grid increments granted after the initial grid placement will be awarded as follows:

Full time employees must have worked for not less than 60% of the regular full-time hours for their classification, within the school year, to be eligible for an increase on their grid at the next closest increment date (September 1 or February 1). Part time employees will have an adjustment made to their grid placement at the next closest increment date (September 1 or February 1) once they have accumulated the total regular full-time hours for their classification. Exceptions to this requirement may be considered by the Associate Superintendent: Personnel or designate upon recommendation of the employee's supervisor

5.1 Extra Hours/Overtime

Ordinarily, extra hours and/or overtime are not required and Supervisors have the responsibility to ensure that the annual work schedule is within the maximum contract hours. Additional time must be approved by the employee's supervisor prior to the employee working extra hours and/or overtime.

5.1.1 Extra Hours

Extra Hours are defined as all-time worked outside the annual hourly requirements of the position (the annual regular hours of work for each employee are established for the start of each year and referenced in each contract).

5.1.2 Overtime

WRPS defines overtime in the same manner as Alberta's Employment Standards. Overtime is defined as all hours worked in excess of:

- eight hours a day, or
- 44 hours a week.

The provisions of this article may be amended to make possible alternate work patterns (for flex time, four-day work patterns etc.) upon the approval of the employee's supervisor.

5.1.3 Payment

Two choices exist:

- (a) Payment
- (b) Time off "in lieu"

(a) Payment

If the employee is to be paid for extra hours and/or overtime, the payment amount will be calculated as follows:

As per Alberta Employment Standards Code, overtime worked beyond an eight (8) hour day (or forty-four (44) hours per week) will be paid at time-and-a-half (1.5) the regular hourly rate.

All contracted employees who work less than an eight-hour day will be paid their extra time at regular rates of pay for all additional hours worked up to eight (8) hours (or forty-four (44) hour per week).

(b) Time off "In Lieu"

As per Alberta Employment Standards Code, overtime worked and banked "In Lieu" beyond an eight (8) hour day (or forty-four (44) hours per week) will be calculated at time-and-a-half (1.5) the regular hourly rate.

All contracted employees who work less than an eight-hour day will bank the "In Lieu" extra time at an hour for an hour for all additional hours worked up to eight (8) hours (or forty-four (44) hour per week).

All time "in lieu" must be used within six (6) months of the date that the extra/overtime was worked (in accordance with the current Employment Standards Code).

5.1.4 All paid Extra Hours/ Overtime Hours must be recorded appropriately on the "Employee Overtime Sheet or Employee PowerSchool system:

- (a) On a timesheet or in Employee PowerSchool record all Extra Hours/ Overtime Hours earned. Your Supervisor will advise which method to use to record your time.

Enter your time in PowerSchool as follows:

- i. For overtime (over 8 hours daily or 44 hours an week) use the code: Bank Overtime Earned 1.5
 - ii. For extra hours use the code: Bank Time Earned 1.0
- (b) The timesheet must be approved by the employee's supervisor and submitted to the payroll department. Your Supervisor will be requested to approve all overtime in Employee Powerschool.
- (c) In the event that a timesheet must be amended after submission, approval must be obtained from the Associate Superintendent: Personnel or designate.
- (d) All paid Extra Hours/ Overtime hours will be paid out on the next payroll after it has been reported and approved by their Supervisor.
- (e) Banked lieu/overtime may not carry a negative balance. A negative lieu/overtime balance will be considered personal leave without pay and deducted the following month.

5.2 Callout

- 5.2.1 Employees required to carry a pager on evenings, weekends or general holidays shall be provided a pager allowance in accordance with Schedule C: Allowances (page 21)
- 5.2.2 Where an employee is called out on an emergency basis, a minimum of two (2) hours call out time will be paid at double time.
- 5.2.3 All hours worked in excess of two (2) hours on an emergency call out basis, shall be paid at time and one half.
- 5.2.4 During Christmas break custodians will be required to perform site checks every 72 hours. Custodians will be paid a minimum of 3 hours for each site check.

6.1 Pay Dates and Methods

- 6.1.1 Each support staff employee shall be paid, by means of direct deposit, as follows:
- (a) Not later than the 26th of each month;

- 6.1.2 A payroll advance may be considered in emergent circumstances; only one request per employee will be approved. All requests must be submitted in writing to the Associate Superintendent: Personnel.

7.1 Wages

- 7.1.1 Wages for all probationary, temporary and permanent positions are determined on an annual basis and provide for incremental pay based on classification, training and experience as outlined in Schedule B: Salary Grids. (page 20)

- 7.1.2 Casual employees shall be paid as outline in Schedule D: Casual Salary Grids.(page 21) A casual employee who works for more than three consecutive days shall be paid on the appropriate classification grid in accordance with aforementioned grid placement guidelines, such placement to be effective from the fourth day of service in that position.

- 7.1.3 Salary Calculation for 10 Month Employees: Employees assigned duties from September to June (10 months) are paid over a ten month period (September to June). All deductions (tax, EI, CPP, LAPP, etc.) and 16.67 % of net pay for the Summer Pay Plan will be deducted from your monthly payroll. July and August pay will come from the Summer Pay Plan hold back bank (see pay slip). July and August deductions will be any pre-approved payroll deductions and/or any benefit deductions owed by the employee.**

Example:

Educational Assistant (0.8 FTE @ \$17.30/hr. @ 4% vacation pay)

0.8 FTE x 1274 hrs. /yr. = 1019 hrs. /yr. x \$17.30/hr. + (salary x vacation pay @ 4%) = \$18333.85/yr.

**\$18333.85/yr. divided by 10 months = \$1833.39 –
(Tax+EI+CPP+LAPP)-16.67% (Summer Pay Plan)**

Monthly payments are September through June. Payments for July and August will be 50% each month from the Summer Pay Plan.

8.1 Allowances and Expense Claims

- 8.1.1 Travel and other expenses must be approved by the employee's supervisor.
- 8.1.2 Travel and other expenses shall be based upon employer rates as per AP 418 Reimbursement of Expenditures. Payment shall be processed upon

submission of an approved Employee Expense Claim Form available on Employee PowerSchool.

8.1.3 Other allowances are paid as per Schedule C: Allowances (page 21)

9.1 Benefits

9.1.1 The Employer shall contribute toward the costs of the various benefits as per Schedule D: Benefits

9.1.2 Contribution towards benefits for part-time employees shall be prorated based on the percentage FTE of the employee's contract.

9.2 Local Authorities Pension Plan (LAPP)

9.2.1 Employees eligible to participate in LAPP will begin contributing to LAPP upon commencement of employment.

9.2.2 **LAPP requires employers to report and remit the LAPP contributions in the month it is earned, not the month it is paid. See Wages 7.1.3**

9.2.3 Participation in the LAPP is based on the following criteria:

- (a) Employees considered to be non-teaching employees are eligible to participate in the LAPP.
- (b) Participation in LAPP is mandatory for all non-teaching employees whose scheduled hours of work are greater than 30 hours per week.
- (c) Regular employees whose scheduled hours of work are between 14 and 30 hours per week shall be given the option to participate in LAPP.
- (d) Employees who are considered casual employee, or work less than 14 hours per week, are not eligible to participate in LAPP.

9.2.4 Pensionable salary will be calculated addressing the following pay types:

- (a) Included as pensionable salary:
 - Payments for regularly scheduled hours of work
 - Vacation pay
 - Shift differentials
 - Acting pay
- (b) NOT included as pensionable salary:
 - Overtime payments
 - Taxable benefits
 - Variable payments (I.e. Bonuses, Lump-sum payments)
 - Holiday pay

10.1 Leaves of Absence

The following leaves of absence are pro-rated on the percentage (FTE) of the employee's contract and based on a school year. The employee's supervisor must approve the following leaves of absence prior to the leave being taken:

10.1.1 Leave with Pay (No Deductions)

(a) Compassionate Leave:

- i. Up to 5 days in a school year for each occurrence due to the critical illness (death is imminent) or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of a spouse, grandparents, grandchildren, grandparents of spouse, brother/sister-in-law, or relative who is member of employee's household and up to one day (or portion thereof) to attend the funeral of aunts and uncles of the employee or spouse or nieces and nephews of the employee or spouse.
- ii. One day (or portion thereof); subject to the approval of the Associate Superintendent: Personnel may be allowed in the event of the death of another relative (other than those set out above) or fellow employee or close friend.

(b) Inclement Weather – Where, despite reasonable effort, an employee is unable to travel to work from home because of inclement weather or impassable road conditions.

(c) Convocations – One day to attend the convocation at a post-secondary institution at which the employee, the employee's child or spouse is graduating.

(d) Personal – Two (2) days of personal leave without deduction of salary and two (2) days at the cost of a substitute may be taken each school year. One (1) unused day at the cost of a substitute can be carried forward to the next school year. A personal leave day is equivalent to the normal work day. This leave may be used in full or half day increments.

(e) Jury Duty - Days as required serving on a jury or where an employee is subpoenaed to appear in court as a witness. The allowances received (excluding expenses) by the employee must be remitted to the employer.

(f) Professional Development - Supervisors may approve attendance at workshops and training seminars as deemed necessary.

10.1.2 **Other**

All other paid and unpaid leaves of absence as per Alberta Employment Standards will be supported and approved in accordance with Alberta Employment Standards and Administrative Procedure 410, Leave of Absence. (available on the WRPS website at: www.wrps11.ca)

10.1.3 **Sick/Medical Leave**

- (a) Sick/medical leave with pay will be granted for full-time permanent employees at the rate of one and one half (1.5) days per month. As of an employee's start date and on the return from Extended Disability Leave an employee will be granted an accumulated balance of 10 days of sick leave.
- (b) Each sick/medical leave occurrence as submitted by the supervisor or designate will reduce the employee's sick bank by the amount approved.
- (c) Where the permanent employee is working less than full time, sick/medical leave shall be pro-rated to equal the employee's full time equivalent (FTE).
- (d) Paid sick/medical leave is provided, in the same manner as 10.1.1.3(a) above, to Temporary Employees where the Temporary Employee is employed continuously for more than one month.
- (e) Paid sick/medical leave is not provided to casual employees.
- (f) Employees on continuous sick/medical leave for a full month or more will not earn sick/medical leave during that period.
- (g) Unused earned sick/medical leave days may be accumulated to a maximum of seventy-five (75) working days.
- (h) If an employee leaves and returns to WRPS in less than a three-month period, sick/medical leave is calculated as if there was no break in service.
- (i) A medical certificate from a qualified physician setting out the reason for absence may be requested by the employer for any sick/medical leave absence. Medical certificates will be required for 4 or more days of consecutive absence. Supervisors shall file all medical certificates in DocuShare immediately.
- (j) Staff members returning to work following sick/medical leave for one month or longer, may be required to present a medical certificate

indicating their ability to return to work and that they are fit to perform all the normal functions of their assignment. Supervisors shall inform payroll of the employees return date on the day of their return.

- (k) Any benefit available from Worker's Compensation for paid sick/medical leave shall be applied for by the employee and must be paid directly to the employer.
- (l) Sick/medical leave will not be provided for employees who are eligible for extended disability benefits with ASEBP or WCB. Employees who are eligible for extended disability benefits shall apply and upon approval from the benefit provided shall receive those benefits. In the event that:
 - 1) An employee has insufficient sick/medical leave to provide full salary during the qualifying period for ASEBP/WCB extended disability benefits, and
 - 2) The employee is accepted by the insurance carrier as an EDB claimant, the employer shall bridge the salary of the employee for the period of insufficient sick/medical leave to a maximum of ninety (90) calendar days once the employee is accepted by the insurance carrier as an EDB claimant and he/she has received the first EDB payment.
 - 3) Employees eligible for Employment Insurance (EI) during the time that they are attempting to qualify for EDB must prove that they have applied for and are in receipt of EI benefits in order to receive WRPS bridging payments.
 - 4) The combined rate of the EI benefit received by the employee and the bridging rate paid by WRPS shall not exceed 100 percent of the employees' normal earnings.
- (m) Employees who are receiving extended disability benefits are not eligible to accrue vacation entitlements, sick/medical leave entitlements or credit toward grid increments.
- (n) Sick Leave cannot go into arrears. Payroll will change the absence code to another available leave code or to loss of pay if sick leave goes into arrears.**
- (o) When an employee's employment with WRPS is concluded, the employee is not entitled to payment of his/her banked sick days.
- (p) It is the employee's responsibility to ensure that their sick leave accumulation, as shown on their pay stub, is correct. Any perceived discrepancy must be brought to payroll's attention immediately.

Upon request, payroll will review an employee's sick leave accumulation, for the prior year only.

10.1.4 **Family Related Illness**

The employer recognizes the need for parents and primary care givers to be able to provide care in the event of illness to family members. As such, Support Staff shall be entitled to utilize five (5) of his/her accumulated sick leave days for family related illness in any given school year. Any unused family related illness shall not be carried forward to the next school year.

By definition a family member shall include:

- Child or legal dependent
- Spouse or spousal equivalent
- Mother or mother-in-law
- Father or father-in-law

Family related illness shall include medical and dental appointments, physiotherapy and other related therapies, and travel to and from such appointments. Any Family Related Illness Leave shall be deducted from the accumulated sick leave credits. Management may request medical certificates or other related documentation certifying such leave.

11.0 Maternity Leave

11.1.1 Maternity leave shall be without pay but with the employer's share of benefit premiums for a maximum period of 16 weeks starting at any time during the 13 weeks immediately before the estimated date of delivery.

11.1.2 A medical certificate is required.

11.1.3 The employer shall implement a Registered Supplementary Unemployment Benefits Plan, (SUB) (Schedule E, page 23) which shall provide employees on maternity leave with 100 percent of gross salary during first sixteen (16) weeks of maternity leave. The employer shall pay the portion of the employee's benefit plan premiums specified in Schedule D: Benefits (Permanent 10 Month employees will receive SUB for the operational days of the school year calendar only)

11.1.4 If the employee is not able to work due to a medical condition arising from pregnancy, the employee shall access sick/medical leave benefits in accordance with Article 10.1.3 for the period of illness or disability.

11.1.5 When the employee commences maternity leave, she is entitled to access SUB benefits.

11.1.6 Each employee shall endeavor to notify the employer of her leave requirements three (3) months in advance, however, she shall give the

employer at least six (6) weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

11.1.7 Prior to the leave commencing, each employee shall endeavor to provide the employer with the date she plans on returning to work, however, she shall give the employer at least four (4) weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

11.2 Parental Leave

11.2.1 Employees who are birth or adoptive parents can take up to 62 weeks of unpaid parental leave. (The number of weeks of leave exceeds the Employment Insurance benefit length by one week in recognition of the waiting period.)

11.2.2 Parental leave can be taken by:

- the birth mother, immediately following maternity leave
- the other parent
- adoptive parents or
- both parents, shared between them

11.2.2 Prior to the leave commencing, employees shall endeavor to notify the employer with their leave requirements as early as possible, no later than six (6) weeks prior to the commencement of the parental leave. As soon as possible, each employee shall notify the employer of the date the employee plans to return to work as early as possible, however, the employee shall give the employer at least four (4) weeks written notice of the day on which they intend to return to work.

11.3.2 As soon as possible, each employee shall notify the employer of the date the employee plans to return to work as early as possible, however, the employee shall give the employer at least four (4) weeks written notice of the day on which they intend to return to work.

11.4 Returning to work after maternity, adoption or parental leave

11.4.1 Employees returning from maternity or parenting leave shall be returned to the same position or a comparable position with earnings and other benefits at least equal to those received at the commencement of the leave.

11.4.2 The phrase "returned to the same position or a comparable position ..." above does not imply that an employee on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary or the employee's fixed term contract ends during the leave.

12.1 Vacations

12.1.1 Twelve (12) Month Employees: All 12-month employees are entitled to paid annual vacation as follows:

- Less than one year of service: 0.83 days per month employed;
-
- After one year of service and up to 10 years of service: 1.25 days per month employed
- After 10 years of service and up to 15 years of service: 1.67 days per month employed
- After 15 years of service: 2.08 days per month employed

12.1.2 Years of service for the purpose of calculating vacation are defined as those years worked on a continuous basis. If an employee leaves and returns to WRPS in less than a three-month period, the years of service are calculated as if there was no break in service.

12.1.3 An employee who has completed less than one full year (12 months) of service prior to the commencement of the vacation period is entitled to receive prorated vacation days with pay based on the total earned to the date of the commencement of the vacation.

12.1.4 Employees may request and take vacation at a time mutually acceptable to the employee and the business needs of the department. All vacation requests must be approved by the immediate supervisor before taking the time off.

12.1.5 Carry over of vacation time from one vacation year to the next may be permitted with the Supervisor's approval but should be limited to a maximum accumulation of ten (10) days as at August 31 in any given year. For accumulated vacation balance in excess of the ten (10) days, arrangements must be made to schedule vacation time off at a mutually agreed time within the next school year or to request payment of the accumulated vacation balance.

12.1.6 10-Month Employees: All 10-month employees shall be provided vacation pay, on each pay cheque in-lieu of an annual vacation in accordance with the following schedule:

- Less than one year service 4% of wages paid
- After one year of service and up to 10 years of service: 6% of wages paid

- After 10 years of service and up to 15 years of service: 8% of wages paid
- Greater than 15 years of work 10% of wages paid

12.1.6 Years of work for the purpose of calculating vacation pay are defined as those years worked on a continuous basis. If an employee leaves and returns to WRPS in less than a three (3) month period, years of service are calculated as if there was no break in service.

12.1.7 It is the employee's responsibility to ensure that their vacation leave accumulation, as shown on their pay stub, is correct. Any perceived discrepancy must be brought to payroll's attention immediately. Upon request, payroll will review an employee's vacation leave accumulation, for the prior year only.

12.1.8 Casual Employees: Casual employees receive 4% vacation pay.

13.1 General Holidays

13.1.1 All employees are entitled to the following general holidays:

Labour Day	Family Day
Thanksgiving Day	Good Friday
Remembrance Day	Easter Monday
Christmas Day	Victoria Day
Boxing Day	Canada Day
Christmas Float Day	August Civic Holiday
New Year's Day	

13.1.2 General Holiday pay is included in the annual hours of each contract (Schedule A, page 19).

13.1.3 Staff scheduled to work in July/August receive Canada Day and August Civic as a general holiday.

13.1.4 Staff not scheduled to work but choose to come in to finish a task are not eligible for a paid holiday day.

13.1.7 Pay for a general holiday is the same as for any other workday. If the normal workday is 4.5 hours, pay will be based on 4.5 hours.

13.1.8 Central Office, Plant Facilities, Transportation, Technology and Custodial employees will be off from December 24 to January 1 inclusive. These office closures will not affect regular vacation entitlement.

13.1.9 **General Holiday pay for casual employees is paid if the following criteria is met:**

- **Must work both the day before and the day after the general holiday to be eligible**
- **Pay is 5% of wages and holiday pay earned in the 4 weeks proceeding the general holiday.**

14.1 Conditions of Work

14.1.1 Supervisors will provide an orientation that includes the following; job description, job expectations and work schedule.

14.1.2 Some other general conditions are as follows:

- (a) An unpaid lunch/rest period of a minimum of 30 minutes must be provided during each shift in excess of 5 consecutive hours unless an accident occurs; urgent work is necessary or other unpreventable circumstance occurs.
- (b) Breaks may be arranged with the employee's supervisor at such times as appropriate so as to not significantly interfere with the assignment.

14.1.3 The employer undertakes a responsibility to treat employees in a fair and just manner, with dignity and respect. The employer places certain general expectations upon staff. The following minimum standards of conduct are intended to be a guide for maintaining a professional attitude towards the employer, fellow staff members and students:

- (a) Employees shall conduct themselves in a manner that respects the dignity and rights of all persons without prejudice as to race, religious beliefs, color, gender, sexual orientation, physical characteristics, age, ancestry or place of origin. Review *Administrative Procedure 417, Employee Responsibilities and 172, Harassment Free Environment* available at www.wrps.ab.ca
- (b) Employees shall treat staff and students with dignity and respect and be considerate of their circumstances.
- (c) It is understood and agreed that all information pertaining to the employer's business to which the employee is privy will be maintained strictly confidential and will not, in any circumstances be disclosed or used without the express consent of the employer. This confidentiality requirement applies during the course of employment and following termination.
- (d) Employees shall not criticize the professional competence or reputation of another employee. For further clarification please

review *Administrative Procedure 416, Concerns and Complaints and Administrative Procedure 172, Harassment Free Environment, Administrative Procedure 419, Public Interest Disclosure* available at www.wrps11.ca.

- (e) Employees shall not engage in activities, in or out of working hours, which adversely affects the quality of professional service or which impairs the reputation of the employee or the employer.

15.1 Termination

15.1.1 Employees may terminate their contract at any time by providing the following notice to that effect to the Associate Superintendent: Personnel. The employer may decide, in its sole discretion to waive the required notice of termination.

- (a) One (1) week notice for employment of more than 90 days but less than 2 years

- (b) Two (2) weeks notice for employment of 2 years or more

15.1.2 The Board may terminate contracts at any time without provision of reasons, upon THIRTY (30) days', or equivalent minimum requirements as outlined in s.56 of the *Employment Standards Code*, whichever is greater, written notice of termination to the Employee, or provision of severance pay in lieu of said NOTICE, except where discharged for just or sufficient cause in which no notice or payment in lieu of notice is required.

15.1.3 Support Staff reduction may be necessary due to financial restrictions, changing enrolment patterns or student educational needs. Staff reduction shall be accommodated through normal attrition, including retirement, resignations, leaves of absences or changes in employment status (e.g. full time to part time or changes in FTE) when possible. In consultation with the Associate Superintendent: Personnel the following guidelines shall be used to identify the employees to be surplus/terminated:

- (a) Specialization required by students or programs**

- (b) Availability of positions in the Division matching the employee's training and experience**

- (c) Actual time served with the Division (seniority), exclusive of unpaid leaves, if all other things are equal**

16.1 General

- 16.1.1 The Terms of Employment apply to all Support Staff classifications except where otherwise noted in individual employment contracts.
- 16.1.2 The Employer retains those residual rights of management not specifically limited by these Terms of Employment.
- 16.1.3 The Employer shall effect and keep in force an adequate insurance policy, insuring each support staff employee, when acting in the course of employment against liability in respect to any claim for damages or personal injury.
- 16.1.4 If a support staff employee receives sick leave benefits from the employer because the employee has been injured through the fault of a third party, the employer has subrogation rights. This means that the employee may make a claim to recover the amount of these benefits from the other party. Where an employee chooses not to pursue a claim against the third party, the employer may pursue a claim against the third party for recover of those sick leave benefits paid to the employee.
- 16.1.5 Any savings realized by the Division as a result of reduced Employment Insurance benefits shall be used by the Division to reduce the cost of insurance and health care benefits.**

Schedule A: Annual Hours Calculation Table

The following hours per year equals one (1) Full Time Equivalent (FTE) position

Classification	10 Month Employee	Hours per Day	Days per Year	Hours per Year
Administrative Assistant	10	7.5	208	1,560
Braille Transcriber	10	6.5	196	1,274
Business Manager	10	7.5	208	1,560
Distance Learning Facilitator	10	6.5	196	1,274
Educational Assistant	10	6.5	196	1,274
Family School Liaison Worker	10	8.0	208	1,664
Family Wellness Worker	10	8.0	208	1,664
Intensive Behavioural Support Worker	10	8.0	208	1,664
Librarian	10	6.5	196	1,274
Occupational Therapist	10	8.0	208	1,664
Registered Psychologist	10	8.0	208	1664
Speech Language Assistant	10	8.0	208	1,664
Speech Language Therapist	10	8.0	208	1,664
Vocational Assistant	10	6.5	196	1,274
Indigenous Support Worker	10	8.0	208	1,664
Wellness Support Worker	10	8.0	208	1,664
	12 Month Employee			
Accounting Technician	12	7.0	260	1,820
Coordinator	12	7.0	260	1,820
Custodian II	12	8.0	260	2,080
Executive Assistant I	12	7.0	260	1,820
Facilities Accounting Clerk I	12	8.0	260	2,080
Facilities Executive Assistant I	12	8.0	260	2,080
Facilities Engineer	12	8.0	260	2,080
Manager	12	7.0	260	1,820
Manager	12	8.0	260	2,080
IT Manager	12	8.0	260	2,080
Maintenance Worker	12	8.0	260	2,080
Payroll Administrator	12	7.0	260	1,820
Technician I & II	12	8.0	260	2,080
Tradesman	12	8.0	260	2,080

Schedule B: Salary Grid

Classification	0	1	2	3	4	5
10 Month Employees						
Administrative Assistant	18.45	19.60	20.76	21.93	23.09	24.26
Braille Transcriber	36.97	38.11	39.29	40.55	41.77	43.05
Business Manager	23.32	24.51	25.71	26.90	28.10	29.30
Educational Assistant	17.30	18.31	19.34	20.36	21.37	22.39
Family School Liaison Worker	26.63	28.37	30.11	31.84	33.58	35.32
Family Wellness Worker	26.63	28.37	30.11	31.84	33.58	35.32
Intensive Behavioural Support Worker	26.63	28.37	30.11	31.84	33.58	35.32
Librarian I	18.26	19.21	20.16	21.09	22.04	22.98
Occupational Therapist	37.01	40.83	45.68	49.71	53.75	56.76
Registered Psychologist	37.01	42.98	45.68	49.71	53.75	56.76
Speech Language Assistant	19.60	20.61	21.63	22.67	23.68	24.70
Speech Language Therapist	37.01	42.98	45.68	49.71	53.75	56.76
Vocational Assistant	20.58	21.74	22.91	24.05	25.22	26.39
Indigenous Support Worker	26.63	28.37	30.11	31.84	33.58	35.32
Wellness Support Worker	24.41	26.01	27.60	29.19	30.79	32.38
12 Month Employees						
Accounting Technician	51,412	53,843	56,276	58,707	61,140	63,572
Coordinator	53,560	57,680	61,800	65,920	70,040	74,160
Custodian II	18.83	19.47	20.10	20.73	21.37	22.02
Executive Assistant I	40,598	42,763	44,928	47,095	49,269	51,424
Facilities Accounting Clerk I	44,974	47,301	49,629	51,954	54,280	56,606
Facilities Executive Assistant I	46,398	48,872	51,346	53,823	56,307	58,770
Facilities Engineer	60,290	62,518	64,746	66,974	69,202	71,429
Manager (2080 annual hours)	70,629	75,337	80,046	84,754	89,463	94,171
Manager (1820 annual hours)	61,800	65,920	70,040	74,160	78,280	82,400
IT Manager	76,658	81,526	86,395	91,264	96,132	101,000
Maintenance Worker	48,778	50,704	52,630	54,555	56,481	58,407
Payroll Administrator	47,373	49,930	52,291	54,833	56,925	59,238
Technician I	54,518	57,810	61,101	64,393	67,684	70,976
Technician II	64,095	68,298	72,501	76,703	80,905	85,108
Tradesman	58,801	61,011	63,222	65,434	67,644	69,855

Schedule C: Allowances

Allowance	
Pager: Weekday	\$24.16 per day
Pager: Weekend	\$29.91 per day
Split Shift Differential	\$0.52 per hour
Lead Custodian	\$1.00 per hour

Schedule D: Casual Salary Grid (Hourly Rate)

Classification	
Personal Leave Replacement	17.30
Administrative Assistant	18.45
Bus Monitor	16.28
Custodian	18.83
Educational Assistant	17.30
Librarian	18.26
Vocational Assistant	20.58

Schedule D: Benefits

PREMIUM COST OF BENEFIT PLANS

	Monthly Premium Rates		Premium Coverage (Full Time Employees)	
	Single	Family	Employee	Board
Life Insurance	\$0.1074 per each \$1000 of coverage		0%	100%
Accidental Death/Dismemberment (Plan 2)	\$0.11 per each \$1000		0%	100%
Extended Disability Benefits (Plan 2)	1.627% of monthly salary		0%	100%
Extended Health Care (Plan 1)	\$86.50	\$207.75	0%	100%
Vision & Hearing (Plan 3)	\$9.75	\$24.25	0%	100%
Dental (Plan 3)	\$55.00	\$149.50	0%	100%
Voluntary Accident	Varies with coverage(optional)		100%	0%
Health Spending Account/Wellness Account	\$650 Annually		0%	100%
Worker's Compensation			0%	100%
Local Authorities Pension	Based on salary		8.39%-12.84%	9.39%-13.84%

Schedule E: Supplemental Unemployment Benefits (SUB) Plan

(Revenue Canada Taxation Number - 13975 6357 RP001)

- 1.** The Employer intends to cover support staff groups under the SUB plan.
- 2.** The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity.
- 3.** (a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.

(b) SUB is payable for a period during which an employee is not in receipt of Employment Insurance if the only reason for non-receipt is the claimant:
 - i) is serving the one (1) week EI waiting period,
 - ii) has insufficient weeks of insurable employment to qualify for EI or
 - iii) has exhausted her entitlement to EI.
- 4.** The benefit level paid under this plan is set at 100 percent of the employee's regular weekly earnings. The combined weekly rate of the EI benefit and SUB payments will not exceed 100 percent of the employees' normal weekly earnings.
- 5.** This SUB benefit will be paid for 16 weeks.
- 6.** (a) the plan is financed by the employer's general revenues.
(b) SUB payments will be kept separate from payroll records.
- 7.** The duration of the plan is from the time it is received by Employment Immigration Canada until such time as it is amended or altered by negotiations of the collective agreement.
- 8.** The employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.
- 9.** Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- 10.** Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.