



# REGULATIONS

**SUBJECT: Conditions of Employment for Management and Non-Union Employees (excluding Principals, Vice-Principals)**

1. **Payment of Salaries:**

The management and non-union salary schedule shall consist of eight levels. New or revised positions will be assigned to the job level based on points established by the Joint Evaluation Committee. The value shall be determined by assessment of the job content. The content evaluated will be that identified by the job evaluation plan developed by the Lambton Kent District School Board.

The general salary level will be reviewed on an annual basis and examined against internal and external comparators at least every three years. The starting rate shall be established at *95% of the job rate with two* annual increments from entry level to job rate. The annual progression shall be recognized in September of each year provided the incumbent has been in the position for three months.

When promoted to a higher pay level the incumbent would be placed on the grid step producing a minimum of a two percent increase to the pre-promotion salary. The individual will advance on the grid to job rate each September 1.

Salaries will be paid by direct deposit to the bank of the employee's selection every two weeks.

2. **Performance Appraisal:**

Regular performance appraisals of staff will be conducted in accordance with the Board's Policy, Regulations and Administrative Procedures *Performance Appraisal of Staff*.

3. **Non Work Related Illness or Injury:**

Salary continuation will be provided to the limit of the individual's accumulated sick leave. Appropriate medical certification may be requested.

4. **Workplace Safety and Insurance:**

When an employee is eligible for and receives approval of claim by The Workplace Safety and Insurance Board of Ontario:

- (a) The Workplace Safety and Insurance Board payment shall be remitted to the Board;
- (b) The employee shall receive full pay from the Board;
- (c) There shall be no sick leave deduction from the employee;
- (d) The Board shall not terminate the employment of any employee because the employee is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

5. **Travel Allowance:**

Travel allowances, as required, will be paid in accordance with the terms of the Board Policy and Regulations.

Travel expenses are to be submitted on the approved travel expense form with required receipts. The expense forms are to be approved by the appropriate Board official as outlined in the Board's Administrative Procedures.

6. **Leaves of Absence:**

(All leaves require completion of a "Request for Leave" form.)

(a) **Leaves with Pay**

(i) **Bereavement Leave** will be granted without loss of pay up to the following levels:

- five days for the death of wife, husband, daughter, son, mother, father, sister, brother, guardian or grandparent.
- three days for the death of mother-in-law, father-in-law, son- or daughter-in-law, grandchild total dependent or lesser kin living with you
- one day to attend the funeral of a relative not listed or a close friend, etc.

(ii) **Compassionate Leave** will be granted without loss of pay up to the following levels:

- one day for responsibilities directly related to hospitalization or extremely grave illness in the immediate family
- two days for responsibilities directly related to the birth of one's child

In extenuating circumstances, four additional days in any year may be granted, without loss of pay, by the Director of Education on compassionate grounds.

(iii) **Post-Secondary Examinations and Convocations**

- One-day leave will be granted to write a post-secondary or trades examination, or to attend convocation to receive a degree.

(iv) **Pregnancy/Parental Leave of Absence**

- Pregnancy/parental leaves will be in accordance with the Employment Standards Act. Upon return, the employee shall be guaranteed the same job and location if the job is available; otherwise, the employee's pre leave salary will be maintained for a twelve month period.

(v) **Jury Duty/Court Subpoenas**

- The Board will grant a leave of absence to an employee who serves as a juror or is subpoenaed to an appearance in any court, and in which the employee has no personal involvement. The Board will pay such employee his/her normal earnings, and the payment he/she receives for jury duty or as such a witness, excluding payment for travelling, meals or other expenses, will be submitted to the Board. The employee will present proof of service and the amount of payment received.

(vi) **Supplemental Employment Benefit Plan**

(a) The Supplemental Employment Benefit Plan will be paid for two (2) weeks.

(b) The Supplemental Employment Benefit Plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy/parental leave.

(c) (i) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.

(ii) Supplemental Employment Benefits are payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two-week EI waiting period.

- (iii) For the six (6) week period immediately following the birth of her child, upon receipt of proof that the member has applied for and is in receipt of Employment Insurance parental benefits, the Board shall pay top-up benefits as a supplement to the member's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the member's Employment Insurance pregnancy benefits, (which is acknowledged to be zero during the member's two week waiting period if it occurs during this period) and one hundred percent (100%) of the member's regular weekly earnings. This will apply only during the normal work days. No sick time shall be deducted from the member's sick leave account.
  - (d) The benefit level paid under this plan is set at a sum equal to the EI benefit that would be payable to the employee each week of the benefit period. In any week, the total amount of Supplemental Employment Benefit payments and the weekly rate of EI benefits will not exceed 95% of the employee's weekly earnings.
- (b) **Leaves Without Pay**
- (i) A leave of absence without pay for personal reasons may be granted upon fourteen (14) days' notice to the immediate Supervisor, with the approval of the Director of Education. In an emergency, the fourteen (14) days can be waived by mutual consent.
  - (ii) The Director of Education may grant a leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances. This discretionary leave may be in addition to any leave under this Article and may be with or without loss of pay.

7. **Deferred Salary Leave Plan:**

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading:

- (a) two years' salary over three years; or
- (b) three years' salary over four years;
- (c) four years' salary over five years; or
- (d) five years' salary over six years.

Any employee having five (5) years' seniority with the Board is eligible to participate.(i)

**Application**

- (a) An employee who intends to participate in the plan must apply in writing to the Manager of Human Resources on or before January 31.
- (b) The application form shall set out the period in which the plan is to be effected and the year in which the employee requests the leave.
- (c) Applications are to be processed in order of receipt by the Manager of Human Resources.
- (d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
- (e) Approval of individual requests to participate in the plan shall be at the sole discretion of the Board.

(ii) Payment Formula and Leave of Absence

(a) During the term of the plan a participating employee will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Working Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

\* Note: Interest will be earned on the portion withheld and will be paid annually.

- (i) During the leave year, the deposits made in (I) above, plus any additional interest earned, shall be paid to the employee.
  - (ii) The Leave of Absence shall be taken in the last year of the term selected.
- (b) The employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
  - (c) The Board's liability to the employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the employee.
  - (d) The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.
  - (e) On or before January 31 in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive, from the Board, a statement of principal and interesting standing to his or her credit, as recorded and reported by the Board's bank.
  - (f) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:
    - (i) by regular bi-weekly payments due on the same dates as provided for in this regulation.
    - (ii) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
    - (iii) An employee's Group Insurance Plans will be maintained by the Board during his/her leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance, monthly, by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Board. The Board will refund any decrease in premiums during the year of the leave of absence.
    - (iv) While on leave, any Group Insurance Plans tied to the salary level shall, according to the terms and provisions of the insurance policies then in effect, be structured according to the salary the

employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

(iii) Further Provisions

- (a) (i) Sick leave credits will not accumulate during the year spent on leave.
- (ii) Seniority will continue to accumulate.
- (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b) (i) Laid off employees and those who are not eligible to return to the employ of the Board for one (1) full year after the year of their leave must withdraw from the Plan.
- (ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.  
Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per (iii)(b)(ii).
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate, subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

8. Benefit Packages:

Employees will be covered by the Board's harmonized benefit plan.

9. Professional Development:

The Board will provide professional development as required.

10. **Statutory Holidays:**

Statutory holidays will be provided in accordance with the Employment Standards Act. Additionally, Easter Monday, Civic Holiday, December 24 and December 27 to 31 inclusive will be designated as holidays.

Statutory Holidays include:

Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving  
Christmas  
Boxing Day  
New Years' Day  
Family Day

Board Designated Holidays include:

Easter Monday  
Civic Holiday  
December 24  
December 27 - 31

11. **Vacation Entitlement:**

Annual Vacation Entitlements will be as follows:

(a) **Management:**

- (i) 1 to 20 years experience – 5 weeks
- (ii) 21 to 29 years experience – 6 weeks
- (iii) 30 or more years experience – 7 weeks

(b) **Supervisors**

- (i) 1 to 10 years experience – 4 weeks
- (ii) 11 to 20 years experience – 5 weeks
- (iii) 21 to 29 year experience – 6 weeks
- (iv) 30 or more years experience – 7 weeks

(c) **Other Non-Union Employees:**

- (i) 0 years experience – prorated
- (ii) 1 to 4 years experience – 3 weeks
- (iii) 5 to 14 years experience – 4 weeks
- (iv) 15 to 20 years experience – 5 weeks
- (v) 21 to 29 years experience – 6 weeks
- (vi) 30 or more years experience – 7 weeks

Vacation Year: For the purpose of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 of the following year.

Additional Vacation: Employees shall be granted the increased vacation on July 1 preceding their anniversary date.

Vacation Carry Over: An employee may be permitted to carry over to the next year up to 50% (maximum 2 weeks) of vacation allowance. For extenuating reasons, the carry-over may be expanded at the discretion of the appropriate official, but subject to the approval of the Director of Education or his/her designate.

Hospitalization: An employee who is hospitalized while on vacation because of an illness or an accident may substitute sick leave for the period of his/her vacation during which he/she was hospitalized, and have his/her vacation period re-scheduled. The same concept will apply should bereavement leave occur during an employee's vacation.

Pro-rating of Vacation: An employee who has completed less than one (1) year, but five (5) or more months of continuous full-time service with the Board as of July 1 of any year shall receive vacation with pay at his/her regular rate of one (1) day per month of continuous service, up to a maximum of ten (10) full days. An employee with less than five (5) months of continuous full-time service as of July 1 of any year shall be entitled to a minimum of at least one (1) week's vacation, with pay equivalent to four percent of his/her earnings received from the Board during the previous vacation year.

12. **Recognition of Extra Hours Worked:**

Normal hours of work for Management and Non-Union staff are 35 hours per week. With the pre-approval of the appropriate Superintendent or Manager, and subject to budget limitations, overtime may be paid or in lieu time provided in recognition of additional hours worked for special projects. Employees in Supervisory or Management positions are excluded.

13. **Four Day Work Week in July and August**

Twelve month employees shall have the option to work an additional fifteen (15 minutes per day throughout the year in order to accommodate a four day work week without a reduction in weekly earnings during July and August.

14. **Cumulative Sick Leave Plan:**

The Board provides two days' credit for each month of service to a maximum of twenty-four (24) days per year. The unused portion of sick leave to the employee's credit remaining at year-end is transferred to his/her bank as accumulated sick leave (A.S.L.).

At the discretion of the Director of Education or designate, additional days may be granted for exceptional circumstances.

Sick leave shall be charged for normal working days away from work due to illness (mental or physical) or physical disability. Absence due to such illness is covered, at full salary, to the limit of the employee's A.S.L. bank. The employee may be required to provide medical documents when the absence exceeds five (5) days; however, proof can be requested for any absence.

Non-union employees covered by this Regulation have an uncapped sick leave account.

System Coordinators and Managers with Principals' qualifications have an uncapped sick leave account.

Employees are provided with an annual statement which indicates accumulated sick leave balance as at August 31st each year.

An employee who joins the Lambton Kent District School Board from another school board shall have his/her A.S.L. balance transferred.

15. **Retirement Gratuity:**

For employees who, under predecessor Board agreements, were eligible for sick leave credit gratuity or a retirement gratuity, or other benefits bargained for in exchange for a gratuity, the Board agrees to honour these agreements. An employee who is not entitled to a retirement or sick leave credit gratuity under a predecessor Board will not qualify for one under this regulation

The following will continue to apply until a single plan has been developed.

(a) Retirement Gratuity (sick leave credit gratuity) - Kent

Applies to Former Kent Employees

A gratuity will be paid to staff who leave the employ of the Board for reason of retirement on any Ontario Municipal Employees' Retirement System pension.

The gratuity is based upon the following factors, and cannot exceed one-half year's salary:

$$\frac{\text{Sick Leave Bank}}{2} \quad \times \quad \frac{\text{Salary at Retirement}}{260} \quad \times \quad \frac{\text{Service to Board}}{20}$$

In the formula, the Sick Leave bank cannot exceed 260, and Service to Board cannot exceed 20 years. The gratuity will be paid in a lump sum in the year of retirement. The gratuity is for retirement only; therefore, if you defer the O.M.E.R.S. pension, the gratuity is lost.

(b) Cumulative Sick Leave Plan Severance Pay - Lambton

Applies to Former Lambton Employees

(e) Subject to Clause (f) hereof, severance pay shall be paid according to Clause (g) to:

- (i) Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board; or –
- (ii) Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to August 31, 1990, and were covered under this Regulation on August 31, 1990, and who have completed more than ten (10) years of continuous service, and cease to be employed by the Board; or –
- (iii) In the event of death of an employee, the benefits in (g) shall be paid to his/her estate.

(f) Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this Article.

(g) The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination calculated on the basis of his daily rate of pay at the date of termination and, in any event, shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause.

(h) Payout of Severance Leave Plan

- (i) The plan applies to employees entitled to severance pay under Section 3.1 (e) and (g) of the Conditions of Work Document.
- (ii) To be entitled to a payout, an employee must have been covered by the former "Lambton" Agreement for at least 10 years.
- (iii) The payout option is voluntary; however, once an employee selects the option and is accepted as per #7 and #8 below, the amount of sick leave required to provide the severance pay will be frozen. In the event of a serious illness, the portion remaining that has not been used for payout purposes may be used in the normal fashion. Upon return to work, the

employee may resume cashing out any portion that may be remaining to his/her credit.

- (iv) Severance pay will be paid out only once; hence, sick leave may be accumulated and used after the employee has qualified as per #7 and #8 below. Where the employee has more than 260 days of sick leave, half of which is the maximum payout, the balance in excess of 260 days may be carried forward as accumulated sick leave.
- (v) The rate of pay for payout purposes will be the rate of pay in effect in January of each year of the payout. The payout will be on the basis of 75 cents on the dollar (i.e., if 260 days at a salary of \$100. per day, the payout is [(130 x 100) x .75].
- (vi) The Board will establish a reserve fund. An amount of \$100,000. will be transferred to this fund on an annual basis, to fund the payout and/or fund the unfunded liability. Funds will be credited to the reserve until the liability, which is calculated annually, has been totally funded.
- (vii) (a) The maximum payout per employee is \$5,000. per year (or a greater amount to allow for full payment over 5 years in even amounts) and will be allocated on a seniority basis until the maximum in the fund has been exhausted.  
(b) If an employee so desires and there are sufficient monies in the fund, a payment up to the full amount owing may be made.
- (viii) Employees may apply to enter the plan by notifying the Board by December 1 in any year and those who qualify on the basis of their seniority will receive their portion of payout by the end of January in the following year.
- (ix) Employees not choosing to enter the plan will have the current severance pay arrangements in 3.1 (e) and (g) guaranteed until the time of their termination, retirement or death.
- (x) This payout plan will be reviewed from time to time, so as to be able to adapt to changing economic conditions and Plan flexibility. Notwithstanding this review, employees in the Plan at the time of the review will not be adversely affected by any changes made. Subsequent improvements to the Plan shall apply to all employees on staff as at August 31, 1990, provided the employee is still employed by the Board and covered by the Non-Union document at the time the improvement is made.
- (xi) If an employee dies, or terminates in good standing while in the Plan, the sick days not paid out as yet, will be paid out in accordance with 3.1(g). Any employee discharged by the Board for just cause while in the Plan shall forfeit all benefits of the Plan.

(c) Applies to Former CUPE 1238 Employees

23.00 The purpose of this Article is to maintain the present entitlement of employees from predecessor boards in regard to retirement gratuities and vacation pay entitlements. An employee of a predecessor board who is not entitled to a retirement gratuity will not qualify for one under this Article.

Clerical/Technical Only

23.04

- (a) Employees shall be subject to retirement at the end of the month in which their sixty-fifth (65th) birthday occurs and continuation of employment thereafter shall be at the Employer's discretion.
- (b) On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

23.05 A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to December 31, 1984, who:

- (a) reaches age sixty-five (65) and retires;
- (b) leaves the Board for reason of retirement of any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

23.06 The gratuity shall be based on the following at time of retirement:

- (a) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
- (b) Service in years with twenty (20) years for full benefits;
- (c) Earnings of the last twelve (12) months converted to a daily rate.

23.07 The gratuity shall be calculated as follows:

$$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{20} \times \frac{\text{Earnings per Day}}{20}$$

23.08 At the employee's option, the gratuity shall be paid in a lump sum in the year of retirement, or five (5) equal instalments over a five (5) year period commencing in the year of retirement.

If death occurs after retirement, the balance of the gratuity, if any, shall be paid in a lump sum to the deceased's estate.

23.09 An employee who defers the O.M.E.R.S. Pension is not entitled to a retirement gratuity.

23.10 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate until attaining the age of sixty-five (65) in all benefits to the extent that the plan permit in clauses 22:01 (a), (b), (c), (d), (g), and (i), that the employee had immediately prior to retirement. The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.

(d) Applies to Employees Covered under TPP

14(b) Retirement gratuity for employee's enrolled in the Teachers' Pension Plan

The terms of this article remain in force until altered.

- (a) Sick Leave Credit Gratuity will be calculated and paid when a teacher retires from employment of the board on pension under the Ontario Teacher's Pension Plan.
- (b) The maximum amount of gratuity paid under the Education Act is fifty per cent (50%) of the annual salary.

- (c) the amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{B}{20} \times \frac{C}{2} = \$ \text{ (retirement gratuity)}$$

A = Cumulative Sick Leave to a maximum of two hundred (200) days at time of retirement.

B = Years of service with the Board or its predecessors to a maximum of twenty (20) years.

C = Annual salary at time of retirement.

- (d) (i) The retirement gratuity may be paid in a lump sum in writing to the Board prior to January 31<sup>st</sup> of the year of retirement.  
(ii) Failing request for a lump sum, the gratuity will be paid over a five-year period in five equal instalments commencing in the year of retirement. If death occurs before payment of the final instalment, the outstanding balance will be paid in a lump sum to the estate.
- (e) If death occurs before retirement, and  
(i) the principal/vice-principal was eligible to receive a pension under the conditions of the Ontario Teachers' Pension Plan,  
(ii) was age 55 or older and had at least 30 years of teaching service, or  
(iii) whose age and service total 85 years then a gratuity shall be paid in a lump sum to the estate of the deceased.
- (f) If commuted value is selected from his/her Ontario Teachers' Pension in the calendar year preceding the attainment of the 85 factor, the retirement gratuity will be paid.

16. **Transfers**

(a) **Permanent Transfer or Reassignment**

1. The non-union employee may be transferred or reassigned to a different position and/or school within the Board District at any time by mutual agreement.
2. The Board may unilaterally transfer a non-union employee to a different position and/or location:
  - (i) It may transfer the non-union employee to a position commensurate with his or her qualifications, experience and abilities; and
  - (iii) It shall pay the non-union employee at his or her current rate of salary and benefits or the rate of salary and benefits of the new position, whichever is the higher.

(b) **Temporary Transfer or Reassignment**

1. The non-union employee may be reassigned temporarily to a position to replace the incumbent for the duration of a projected absence with his/her consent.
2. The non-union employee may be temporarily transferred, with his or her consent, to other duties within the Board District at any time.
3. In either of the above circumstances, the non-union employee shall be at his or her current rate of salary and benefits or at the new rate of salary and benefits, whichever is higher.

17. **Termination of Employment:**

In the event of the termination of employment, for reasons other than just cause, employees will be entitled to notice on the basis of one (1) week per year of service to a maximum of twelve weeks.

During the notice period, all terms and conditions of the respective non-aligned agreement, including salary, will be maintained.

Upon failure to provide written notice, the employer will provide pay in lieu of notice and maintain all terms and conditions of the respective non-aligned agreement, including salary, for the prescribed notice period. Full vacation pay entitlement must also be paid to the employee, and cannot be used as the termination notice period.

In the event of termination of employment, the following provisions will be in place:

- (a) wherever possible, attrition will be considered an alternative to terminating employment;
- (b) discussion relative to reassignment, but not in lieu of termination/severance provisions;
- (c) as an alternative to termination, consideration will be given to discussing retirement options with employees who are eligible to retire, including retirement bridging provisions;
- (d) access to out-placement and/or relocation assistance and re-employment counselling and/or retraining will be made available, at Board expense, of not more than \$4,000.
- (e) access to the current Employee Assistance Program or equivalent (at Board expense) will be made available during the severance period.

18. **Severance Provisions:**

Despite all of the provisions under section 14, when the Board decides it is necessary to terminate an employee for reasons other than just cause (for example, because of amalgamation, downsizing or re-organization), a monetary settlement will be provided for the employee which will be based on the employee's salary at the time of notice.

The severance pay will be calculated as a minimum of four (4) weeks per year of service including part years of employment, to a maximum of one hundred and four (104) weeks of pay. Severance pay is payable in addition to any right the employee may have to notice of termination or pay in lieu of notice.

The Board agrees to continue to subsidize the Benefits Plan at the current rate of subsidization during the notice period. After the notice period, and with the permission of the Carrier, the employee may continue in the Benefits Plan at full cost to the employee for a term of two years maximum, or until the employee obtains other employment, whichever comes first.

A permanent employee who opts for severance pay loses all rights under these Conditions of Employment with the exception of section 14 & 15, with their relationship with the Board considered terminated on the date the request for severance pay is approved by the Board.

19. **Tuition Fees:**

The Board will reimburse 80% of tuition fees for approved courses of study upon successful completion of the course. Successful completion will be evidenced by a passing grade, or where grades are not issued, by a certificate of attendance which will attest to at least an 80% attendance record. Courses which may be approved are those which will enable the employee to improve performance or advance within his/her current department. Approval of tuition fees will depend on availability of funds, will be balanced with other requests and will not exceed a maximum of \$3500/employee per school year.

20. **Professional Memberships:**

The Board will reimburse 100% of approved memberships in professional associations. To receive approval, the association membership must be directly related to an individual's current job, and the stated purpose of the association must be for professional development, and not for the purpose of forming a lobby, bargaining unit or fellowship group. Approval will be given by the appropriate superintendent or designate.

21. **Discussion Group:**

A recognized committee consisting of five (5) non-union employees will be selected annually to:

- (a) represent the non-union group in discussing the 'Conditions of Employment for Non-Union Employees' document; and
- (b) bring issues of mutual concern to an employee/employer discussion group.

(Note: It is expected that issues of concern from the non-union employee group will be given in writing to the representative committee.)

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October 23, 2009  
June 8, 2010

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