

# ADMINISTRATIVE PROCEDURES

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

1. **Payment of Salaries:**

New or revised positions will be assigned to a job level based on points established by a Job Evaluation Process. 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.

Job Rates will be established and employees will be paid in steps based on the number of years of experience in that position with the Board:

Step	Percentage of Job Rate
1	90%
2	92.5%
3	95%
4	97.5%
5	100%

Effective February 1, 2019, progression in the grid will be recognized annually on the anniversary of the start date in the new position until the employee reaches Job Rate.

When promoted to a higher pay level, the employee will be placed on the grid step producing a minimum of a two percent increase to the pre-promotion salary. Progression will continue in the grid in the same manner as above.

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

New to the Board: Employees new to the Board who have previous experience in a comparable position may be granted experience pertaining to Job Rate. The proposed experience will be adjudicated by the Manager of Human Resources in conjunction with the Superintendent of Human Resources and the hiring supervisor regarding any adjustments to Job Rate or Working Conditions. There will be a 60 working day probationary period.

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. **Sick Plan:**

Non-Union employees receive a Sick Plan in congruence with all other working groups. This includes the requirement to provide medical certification upon request. The employee is encouraged to schedule medical/dental appointments outside of working hours; however, when

this cannot be scheduled as such, absences due to medical/dental appointments may be deducted from the employee's sick time.

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;

5. **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 school year may be granted, without loss of pay, by the Manager of Human Resources 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 **which conflicts with a scheduled work day**

(iv) **Personal Circumstance**

- Up to two days per school year for personal circumstances; the scheduling of these days is subject to Supervisor Approval

(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) **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.

**Supplemental Employment Benefit Plan for Pregnancy**

- A Supplemental Employment Benefit Plan will be provided in congruence with all other working groups

**(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 (or designate) 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.

**6. Deferred Salary Leave Plan:**

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one (1) school 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.

7. **Benefit Packages:**

Effective June 1, 2018, all school board employees will participate in an Employee Life and Health Trust (ELHT) to provide life, health and dental benefits to eligible employees. Eligibility is determined in accordance with provisions in your terms and conditions of employment and further determined by the ELHT.

**Funding**

The school board shall contribute a fixed funding amount per full-time equivalent to the ELHT.

**Cost Sharing**

The ELHT shall advise the school board, who shall in turn advise you, of any required co-pay arrangements.

**Benefit Plan**

The ELHT shall develop a benefit plan that is within the funding amount provided by the school board and is subject to change from time to time.

8. **Professional Development:**

The Board will provide professional development as required.

9. **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

When a Statutory Holiday falls on a weekend, the Board will reassign that Statutory Holiday within the school shutdown period.

10. **Vacation Entitlement:**

Annual Vacation Entitlements will be based on permanent experience with the LKDSB as follows:

(a) **Supervisors**

- (i) 1 to 10 years experience – 20 days
- (ii) 11 to 20 years experience – 25 days
- (iii) 21 to 29 year experience – 30 days
- (iv) 30 or more years experience – 35 days

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

- (i) 0 years experience – prorated
- (ii) 1 to 4 years experience – 15 days
- (iii) 5 to 14 years experience – 20 days
- (iv) 15 to 20 years experience – 25 days
- (v) 21 to 29 years experience – 30 days
- (vi) 30 or more years experience – 35 days

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 on July 1, will receive a pro-rated allocation of vacation days based on their number of days worked prior to July 1 divided by 238. All calculations are rounded up to the nearest whole number. (ex. A new Other Non-Union Employee who was hired mid-year and worked 100 days would receive 7 vacations days based on the following calculation:  $100/238 \times 15 \text{ days} = 6.3 \text{ days}$ ).

New to the Board: Employees new to the Board may borrow vacations days from their July 1 allocation, but may not exceed their earned entitlement. Once an employee gets a full entitlement, this provision is no longer applicable.

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

Normal hours of work for 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. Lieu Time cannot be carried beyond July 1 and the timing is to be approved by the supervisor. Employees in Supervisory positions are excluded.

12. **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.

13. **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.

14. **Termination of Employment:**

In the event that the Board terminates the employment of a non-union employee, it will provide the employee with their entitlements at law with respect to notice of termination, pay in lieu notice of termination, and severance pay, if applicable.

15. **Redundancy**

In the event of redundancy, consideration will be given to:

- (a) attrition
- (b) reassignment
- (c) retirement options

16. **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.

17. **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.

18. **Discussion Group**

A recognized committee consisting of 2 or 3 non-union employees will be coordinated by the Human Resources Supervisor with efforts to ensure equitable representation.

- Members of the Discussion Group are limited to a 2-year term.
- The purpose of the Discussion Group is to discuss issues pertaining to this document.
- At a minimum, the Discussion Group will meet once per year

Implementation Date: June 5, 2018

Revised: September 8, 2021

Reference: LKDSB Policy and Regulations, *Performance Appraisals of Staff*  
Employment Standards Act