

ADMINISTRATIVE PROCEDURES

SUBJECT: Conditions of Employment for Director, Associate Director, Superintendents, and Managers

1. **Payment of Salaries:**

Managers: 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.

Superintendents, Associate Director and Director: Salaries will be determined as per the Executive Compensation Framework

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. **Sick Plan:**

Non-Union employees receive a Sick Plan in congruence with Terms and Conditions for Principals and Vice-Principals. 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:

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- 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.

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- (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. **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.

7. **Professional Development:**

The Board will provide professional development as required.

8. **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.

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9. **Vacation Entitlement:**

Annual Vacation Entitlements will be as follows:

Director: 35 days
Associate Director: 35 days
Superintendents: 35 days
Managers: 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 up to 25 days of vacation allowance. For extenuating reasons, the carry-over may be expanded at the discretion of the Superintendent, but subject to the approval of the Director of Education or his/her designate.

Vacation Cash Out: Employees covered under this Admin Procedure will be permitted to cash out up to 10 days of vacation per year. A written request shall be submitted to the Director prior to June 15 (A Director request shall be authorized by the Chair of the Board). For this article only, this provision is extended to members of the Executive Council as defined by the Director.

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.

New to the Board: Employees new to the Board will have their experience adjudicated by the Manager of Human Resources in conjunction with the Superintendent of Human Resources and the hiring supervisor to determine the appropriate vacation allocation. If the new employee is the Manager of Human Resources, the experience will be adjudicated by the Superintendent of Human Resources.

10. **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. Employees in Supervisory positions are excluded.

11. **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.

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12. **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.

13. **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.

14. **Redundancy**

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

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

15. **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.

16. **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.

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17. **Indemnity**

The Board agrees that it shall defend, hold harmless and indemnify the employee from any and all demands, claims, suits, actions and legal proceedings brought against the employee in individual capacity, or in official capacity as agent and employee of the Board, provided the incident arose while the employee was acting within the scope, or intended scope, of the employment, provided that in the latter case, intentions and/or actions were founded in good faith.

Implementation Date: June 4, 2018
Revised Date: August 1, 2022

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