

TERMS OF EMPLOYMENT

SUPPORT STAFF



September 1, 2017 to August 31, 2020

**Terms of Employment
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NORTHERN LIGHTS SCHOOL DIVISION NO. 69

Terms of Employment

September 1, 2017 - August 31, 2020

SUPPORT STAFF

This policy shall apply to all Support Staff employed by the Northern Lights Public Schools. All previous experience and/or benefits recognized or accrued by the former Lac La Biche School Division No. 51 or the former Lakeland Public School District No. 5460 and identified in the following terms will be recognized by the Northern Lights Public Schools.

The parties hereto shall meet on an annual basis for the purpose of reviewing the Terms of Employment for the subsequent school year.

STAFF CONDUCT

Support Staff shall conduct themselves in an honest and diligent manner. Employees should not engage in any activity of any nature, including online activity which would conflict with their duty to the division or which could reasonably be expected to be detrimental to the interest or reputation of the division. Employees shall maintain strictest confidence of information gained through their position.

Support Staff are required to conduct themselves in a manner which promotes and protects the best interests, health and safety of students, staff and colleagues.

1. HOURS OF WORK

The normal work week is defined as Monday through Friday or as otherwise established by the Board. An employee's hours of work will be contingent on the full time equivalency (F.T.E.) of the position as established from time to time by the employment contract as prepared by the Associate Superintendent - Human Resources, which shall be completed before salary can be paid. The hours of work and full time equivalency are identified in the Advice to Payroll form submitted by the Principal or Direct Supervisor. This may be adjusted or amended from time to time.

Employees working less than full-time shall be considered to be working part-time.

In accordance with Employment Standards, during a shift of five (5) or more consecutive hours of work an employee is entitled to unpaid break(s) totaling thirty (30) minutes (i.e. One (1) break of thirty (30) minutes or two (2) breaks of fifteen (15) minutes, etc.).

1.1 The normal daily working hours for full-time employees in the positions listed below shall be based on six and a half (6.5) hours per day, for School Instructional Days. The School Principal may authorize more than a six and a half (6.5) hour work day but not to exceed an eight (8) hour work day. The School Principal shall determine an employee's full-time equivalency (F.T.E.) on an annual basis.

It is the **employee's responsibility** to submit payable time and report absences accurately through the employee self-serve (ESS) portal, for approval by the School Principal. Timesheet deadlines are strict deadlines and late or incorrect timesheets will result in delayed payment.

- **Concession / Cafeteria Workers**
- **Pre-School / Child Care Workers**
- **Educational Assistants**
- **Instructors**
- **Special Needs / Division Bus Drivers**

1.2 The normal annual hours for full-time employees in the positions listed below will consist of one thousand four hundred and fifty-six (1456) hours. The School Principal shall determine an employee's full-time equivalency (F.T.E.) on an annual basis.

- **Learning Commons Staff**

- **Project Coordinators**
- **School Administrative Assistants**

1.3 The normal annual hours for full-time employees in the positions listed below will consist of one thousand eight hundred and twenty (1820) hours or Two Hundred and Sixty (260) work days. The Associate Superintendent - Human Resources shall determine an employee's full-time equivalency (F.T.E.) on an annual basis.

- **Communications Officer**
- **Division Office Personnel**
- **Information Technology Personnel**
- **Mental Health Consultant**

1.5 The normal annual hours for full-time employees in the position listed below will consist of two thousand and eighty (2080) hours. The Associate Superintendent - Human Resources shall determine an employee's full-time equivalency (F.T.E.) on an annual basis.

- **Maintenance Personnel (Foreman, Journeyman, Handyman & Labourer)**
- **Safety Coordinator**

1.6 The normal daily working hours for full-time employees in the positions listed below will consist of one thousand five hundred (1537.5) hours, based on seven and a half (7.5) hours per day, for School Operational Days, No Class Fridays and five (5) preparation days before the start of the first teacher day of a new school year for a total of two hundred days (205) per school term.

- **CTS Mobile Lab Instructor**
- **Occupational Therapist**
- **Speech Language Pathologist**
- **Occupational/Speech Language Therapist Assistants**
- **Student Advocacy Counselor**
- **Wellness Coach**
- **Success Coach**
- **Apple Schools - Health Facilitator**
- **FNMI Grad Coach**

2. HOLIDAYS AND VACATION

2.1 New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other days proclaimed by the Northern Lights School Division No. 69, the Province of Alberta or the Dominion of Canada, shall be considered "General Holidays".

2.2 When the holidays identified in clause 2.1 above fall on a weekend, at the sole discretion of the Board the employee shall be paid for the holiday at the regular rate of pay or granted a day off in lieu for that day.

2.3 Annual Vacation Time and Allowance for Holiday Pay

2.3.1 Employees listed in the positions below shall be eligible for annual vacation time with pay, as calculated on June 30th of each year. A maximum of ten (10) days of unused paid vacation may be carried over and used in the following year, with approval by the employee's direct supervisor, in the following school year

- **Communications Officer**
- **Division Office Personnel**
- **Information Technology Personnel**
- **Maintenance Personnel**
- **Safety Coordinator**
- **Mental Health Consultant**

Schedule for Annual Vacation Time With Pay:

During the first year of service	1 day for each month employed (max. 10 days)
Upon completion of one (1) year of service	3 weeks vacation with pay
Upon completion of five (5) years of service	4 weeks vacation with pay
Upon completion of twelve (12) years of service	5 weeks vacation with pay
Upon completion of twenty (20) years of service	6 weeks vacation with pay

Employees entitled to vacation days must submit by April 30 a plan to their supervisor for using their vacation time. Requests for vacation days must be submitted to and approved by the employee's direct supervisor 4 weeks prior to the vacation. Vacation time will be taken at a time mutually agreeable to the employee and their direct supervisor or his/her designate. The Employer at their sole discretion may direct the employee to take earned vacation and will provide notice and/or compensation for paid vacation days, in compliance with current Employment Standards Act.

2.3.2 Employees listed in the positions below shall be eligible for paid allowance for Holiday Pay in accordance with the following schedule and as provided by the Employment Standards Code.

Staff listed below with 0.20 fte and higher will have vacation pay accrued and paid out on the pay period that includes the Christmas Break, Easter Break and at separation of employment.

- **Concession / Cafeteria Assistants**
- **Child Care Workers**
- **Educational Assistants**
- **Instructors**
- **Special Needs Bus Drivers / Division Bus Drivers**

Staff listed below will have vacation pay paid each period at the appropriate percentage:

- **Learning Commons Staff**
- **Project Coordinator**
- **School Administrative Assistant**
- **Apple School – Health Facilitator**

Allowance for Holiday Pay

During the first year of service	4%
Upon completion of one (1) year of service	6%
Upon completion of five (5) years of service	8%
Upon completion of twelve (12) years of service	10%
Upon completion of twenty (20) years of service	12%

2.3.3 Allowance for Holiday Pay is included in salary for employees listed in the positions below:

- **CTS Lab Instructor**
- **Student Advocacy Counselor**
- **Wellness Coach**
- **Success Coach**
- **Occupational Therapist**
- **Speech Language Therapist**
- **Occupational/Speech Language Therapist Assistants**
- **FNMI Grad Coach**

3. LEAVE OF ABSENCE

3.1 Notification of Leave

An employee shall notify their respective supervisor or his/her designate prior to or on the day of commencement of any leave of absence and the nature of their leave, (i.e.: sick leave, compassionate leave, etc.). It is the employee's responsibility to enter all absences, online, through the employee self-serve (ESS) portal.

3.2 Sick Leave

- 3.2.1 A regular full time employee shall be entitled to sick leave credit at a rate of two (2) days per month. Unused sick leave credit(s) may be accumulated in consecutive school years to a maximum of one hundred (100) calendar days. The School Jurisdiction may require a medical certificate.
- 3.2.2 After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.
- 3.2.3 Sick leave credits for part time employees will be prorated on the number of annual hours worked and based on Fulltime equivalency.
- 3.2.4 Eligibility for sick leave credits for a period in excess of three (3) consecutive days shall be determined on receipt of a declaration form signed by a physician or surgeon.
- 3.2.5 Sick leave credits shall start to accumulate from the first month of employment.
- 3.2.6 The accumulated sick leave benefits of an employee shall not be affected as a result of any absence for a period not exceeding one (1) school year or twelve (12) consecutive months.
- 3.2.7 All sick leave credits of an employee will terminate upon termination of employment from the Division unless the employee has a disability as approved by ASEBP which started within two (2) months preceding the date of such termination and that notice of termination was provided by the Division prior to the beginning of the disability. In all other situations relating to termination of an employee who becomes disabled, benefits will be paid for the lesser of the duration of the disability or the utilization of all accumulated sick leave credits.

3.3 Family Medical Leave

Family medical leave shall be granted with pay and benefits when no one, other than the employee, can provide for the needs, during illness or medical/dental appointments, for members of his/her immediate family. Immediate family means spouse, benefit partner, child, or parent. An employee shall be entitled to use a maximum of ten (10) accumulated sick leave days per year for this purpose. One (1) day per month of accumulated sick leave credit shall be reserved for the employee's personal sick leave use. Proof of eligibility may be required in accordance with Article 3.4.3.

3.4 Critical Illness Leave

Critical illness is defined as a life threatening illness which may or may not potentially lead to death. The illness must have an element of crisis involved, and an emergency situation will likely be inherent. The situation must be such that death could or does occur, and inherent must be a turning point in the situation in which a person will live or die.

Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness requiring hospitalization or emergency medical treatment shall be granted as follows, on an annual basis.

- 3.4.1 Involving members of the immediate family – spouse, child, parent, brother, sister, parent-in-law a period not exceeding five (5) working days.
- 3.4.2 Involving members of the extended family of the employee or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the employee's household; a period not exceeding three (3) working days.
- 3.4.3 The Board may in the case of critical illness require a medical certificate.

3.5 Bereavement Leave

Temporary leave of absence, with pay and benefits, necessitated because of death shall be granted as follows:

- 3.5.1 Involving members of the immediate family - spouse, child, parent, brother, sister, parent-in-law; a period not exceeding five (5) working days.
- 3.5.2 Involving members of the extended family of the employee or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the employee's household; a period not exceeding three (3) working days.
- 3.5.3 Additional bereavement leave, where required, may be granted upon application to the Associate Superintendent - Human Resources or designate. An additional leave may be granted only when the funeral arrangements necessitate out of province or out of country travel.
- 3.5.4 Up to one (1) day for a funeral for anyone not listed in 3.5.1 or 3.5.2, with the prior approval of the Associate Superintendent - Human Resources or designate.

3.6 Maternity Leave

- 3.6.1 The employee shall endeavor to notify the Board of her leave requirement three (3) months in advance; however, she shall give the Board at least six (6) weeks' notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.
- 3.6.2 Maternity leave shall be for a period of up to sixteen (16) weeks.
- 3.6.3 The first six (6) weeks after childbirth will be accepted as the health related portion of the employee's maternity leave without having to provide medical evidence. If the health related portion extends beyond the six (6) weeks, then supporting medical documentation shall be submitted.
- 3.6.4 The employee agrees to apply for employment insurance (EI) benefits when she becomes eligible for the same.
- 3.6.5 The Board agrees to supplement the EI benefits received by the employee to an amount equal to the employee's normal weekly earnings during the health-related portion of the leave, with such leave falling within the EI entitlement period. The employee may be required to submit medical certificate(s) in order to have her EI benefits supplemented.
- 3.6.6 The supplementary benefit shall replace sick leave benefits and the employee shall have no access to sick leave benefits while on the supplementary benefit plan.
- 3.6.7 The employee will provide a copy of the first EI cheque stub to the Board as verification of receipt of EI benefits.
- 3.6.8 The Board shall pay its portion of the employee's health plan premiums during the health related portion of her maternity leave.
- 3.6.9 That period of the maternity leave not covered by the health related portion shall be without pay and without Board contribution to health plan premiums.
- 3.6.10 The employee shall not be entitled to any supplementation of EI benefits for any period during which the employee would not have worked if she were not on maternity leave.
- 3.6.11 The Board shall advise the employee to apply for extended disability (EI) benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the employee shall apply for E.D. benefits and no further salary, health plan premiums, or supplementation of EI benefits shall be payable by the Board.
- 3.6.12 Prior to the leave commencing, the employee shall endeavor to provide the Board with the date she plans on returning to work, however, she shall give the Board at least four (4) weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

- 3.6.13 If an employee has been employed by the Board for fifty two (52) consecutive weeks preceding the commencement of leave, every effort shall be made to return the employee to the same position held as that prior to the leave, however, if that should prove to be impractical or not possible, to a similar position within Division Office.

3.7 Parental Leave

- 3.7.1 In addition to the maternity leave, the birth mother shall be eligible for a parental leave without pay and Board contributions to health plan premiums for up to forty-six (46) weeks provided such is continuous and complete within eighteen (18) months of the date the employee first went on maternity leave.
- 3.7.2 Notwithstanding clause 3.7.1, parental leave may be prorated between the birth mother and the father or adoptive parents provided that the sum of the parental leave shall not exceed forty-six (46) weeks and the parental leave is without pay and Board contributions to health plan premiums.
- 3.7.3 During this forty-six (46) week period, the employee shall be eligible to maintain their coverage on health plans provided he/she pays one hundred percent (100%) of the premiums.
- 3.7.4 Prior to the leave commencing, the employee shall endeavor to provide the Board with the date he/she plans on returning to work, however, he/she shall give the Board at least four (4) weeks notice of the day on which he/she intends to return to work. Such notice shall be in writing.
- 3.7.5 Any extension to the parental leave will require the mutual agreement of the employee and the Board.
- 3.7.6 If an employee has been employed by the Board for fifty-two (52) consecutive weeks preceding the commencement of leave, every effort shall be made to return the employee to the same position held as that prior to the leave, however, if that should prove to be impractical or not possible, to a similar position within Division Office.
- 3.7.7 The father shall be granted two (2) days paid leave for the birth or adoption of his child which shall be deducted from his accumulated sick leave credits.

3.8 Personal Leave Days

Subject to operational requirements as determined by the Employer (school principal, or supervisor) and with advance notice of at least five (5) working days, the employee shall earn two (2) non-accumulative personal leave days based on full-time equivalency, with pay and benefits, per school year, for reasons not otherwise listed in Section 3.0. Personal leave days must be requested and approved by the employee's direct supervisor or his/her designate. Personal leave credits for part time employees will be prorated on the number of annual hours worked.

Personal leave days that are used to extend a break must have prior approval from the Associate Superintendent - Human Resources or designate and may only be taken for this purpose, once every five (5) years.

3.9 Other Leaves

Additional leaves of absence may be granted by the Associate Superintendent - Human Resources or designate, with or without pay, at his/her sole discretion.

4. JURY DUTY, COURT SUMMONS OR SUBPOENA LEAVE

Leave with pay shall be granted for an employee to serve on a jury or answer any summons related thereto, or to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, providing any stipend established by the court shall be turned over to the Division.

5. TERMINATION OF EMPLOYMENT

- 5.1 Any employee may be terminated at any time without notice or payment in lieu of notice for just cause.

- 5.2 After completion of the probationary period, any employee may be terminated in the absolute discretion of the employer by providing the employee with written notice or salary in lieu of notice, or a combination thereof, equal to the minimum requirements of the Employment Standards Code as outlined in section 56 of the Employment Standards Code (www.employment.alberta.ca). No notice or salary in lieu of notice in excess of the minimums of the Employment Standards Code shall be provided.
- 5.3 It is understood and agreed that the above notice or payment in lieu of notice, or combination thereof, is reasonable and adequate notice and will fulfill all requirements for notice, or payment in lieu of notice, imposed by law.
- 5.4 Upon termination or alteration of the employee's employment as set out herein, it is understood that the employee shall have no further claims against, or be entitled to any further remuneration or compensation from, the employer arising out of the termination of employment.
- 5.5 An employee shall provide the Associate Superintendent - Human Resources with thirty (30) days written notice of resignation.
- 5.6 Abandonment of Position - An employee who is absent for more than two (2) working days without the prior approval of their direct supervisor or his/her designate shall be considered to have terminated their employment.

6. PROBATIONARY PERIOD

- 6.1 Any new employee shall serve a probationary period of six (6) continuous months from date of commencement of service. A probationary employee, who is for any reason absent from a scheduled work period, may have his/her probationary period extended by a period equal to the number of absenteeism days.
- 6.2 The Board may, at its discretion, extend the probationary period to a twelve (12) month period.
- 6.3 Notwithstanding anything contained elsewhere in these terms, an employee may be terminated at any time during the probationary period for any reason in the absolute discretion of the Board. If such a termination occurs during the first three (3) months of the probationary period, no notice or payment in lieu of notice will be provided to the employee. If the termination occurs during the probationary period but after the completion of three (3) months employment, and the termination is without just cause, the Board will provide to the employee one (1) week's notice or payment of salary/wages in lieu of notice.
- 6.4 If a probationary employee is transferred to a different job responsibility area in lieu of discharge, he/she will be required to serve an additional six (6) month continuous probationary period in the new position to which he/she was transferred. Absenteeism for any reason may extend the probationary period in the same manner as clause 6.1.

7. SALARIES

For all salaried employees, no individual shall be permitted to increase the salary rate established by the Board by exceeding a full time equivalency of 1.0 (fte).

7.1 Pay Grid Categories

Salaries are as outlined in Appendix "A" and are determined by the following pay grid categories and experience. Pay grid categories and experience are determined by the Human Resources Department.

Information Technology Personnel	Pay Grid Category	1 - 3
CTS Mobile Lab Instructors	Pay Grid Category	4 - 5
Student Advocacy Counselor	Pay Grid Category	6 - 9
Health Pathway Personnel	Pay Grid Category	10 – 12
Maintenance Personnel	Pay Grid Category	13 – 15
Safety Coordinator		
Division Office Personnel	Pay Grid Category	16 - 19, 29
Communications Officer	Pay Grid Category	24 - 25

Learning Commons Personnel	Pay Grid Category	20 - 22
School Administrative Assistant	Pay Grid Category	23
Educational Assistants	Pay Grid Category	30 - 32
Instructors		
Project Coordinators	Pay Grid Category	36 - 38
Division Bus Drivers	Pay Grid Category	39
Concession / Cafeteria Assistants	Pay Grid Category	40
Preschool Child Care Workers	Pay Grid Category	43 – 50
Apple Schools Facilitator	Pay Grid Category	51 - 54
Grad Coach		

7.2 Years of Training

The evaluation of education for salary purposes shall be determined by a certificate, diploma or degree issued by an accredited college or institution. Official transcripts or a copy of certificate, diploma or degree shall be submitted. The employee shall be responsible for submission of documentation to the Human Resources Department within forty-five (45) calendar days of their hire date. Failure to submit proof of transcripts, certificate, diploma or degree within forty-five (45) calendar days shall result in any salary adjustment commencing the month following the receipt of such documentation. A review of same shall be completed by the Human Resources Department.

7.2.1 New Learning Commons Staff with no certification will be required to complete a certificate program as a condition of employment. Certificate refers to a certificate program equivalent to the SAIT Library Operations Certificate.

7.3 Experience

Previous related experience may be recognized by the Human Resources Department provided letters of employment from previous employers are submitted stating the exact dates of employment, full time equivalent experience, and detailed job descriptions. The employer reserves the right to recognize the previous experience of new employees. The employee shall be responsible for submission of such documentation to the Human Resources Department within forty-five (45) calendar days of their hire date. Failure to submit proof of experience within forty-five (45) calendar days shall result in any salary adjustment commencing the month following the receipt of such documentation. A review of same shall be completed by the Human Resources Department.

7.3.1 For initial grid placement purposes only the Division shall recognize partial years of previous experience. For subsequent increment purposes the Division shall not recognize partial years of experience earned prior to employment with the Division.

7.4 Apprenticeship Journeyman

The Salary Schedule for Apprenticeship Journeyman is as follows:

- Apprenticeship Year 1 – 60% of Maintenance Journeyman – Experience 0
- Apprenticeship Year 2 – 70% of Maintenance Journeyman – Experience 1
- Apprenticeship Year 3 – 80% of Maintenance Journeyman – Experience 2
- Apprenticeship Year 4 – 90% of Maintenance Journeyman – Experience 3

The Apprentice must provide appropriate documentation illustrating that he/she has successfully completed each level prior to receiving an increment on the grid.

Upon the completion of the apprenticeship, the Journeyman will be placed at the Maintenance Journeyman Pay Grid Experience 0.

8. BENEFITS

For all eligible support staff, the Board shall contribute towards premiums for the various insurance and health plans calculated on the basis of full time equivalency (F.T.E.) X rate X the premium amount.

Benefit coverage shall continue for a ten (10) month employee during July and August provided that authorization from the School Principal is submitted to Division Office prior to May 25th. For those employees who do not have benefits during July and August, benefits shall terminate on the last day of employment.

Casual and Employees working less than a full time equivalency (F.T.E.) of 0.20 do not qualify for benefit coverage nor do temporary employees working less than 30 days.

Casual employees have the option to apply for supplemental benefits through ASEBP, the employee must contact the Benefits Officer within 31 days of the start of employment.

8.1 Benefit Plan

DIVISION CONTRIBUTIONS

ASEBP – Alberta School Employee Benefit Plan	
Life Insurance (mandatory plan for all eligible employees)	100%
Extended Disability Benefit (mandatory plan for all eligible employees)	100%
Dental Plan	100%
Extended Health Care	100%
Vision Care	100%

Married couples employed by the Board will be eligible to coordinate their benefits under the Alberta School Employee Benefit Plan.

Alberta Health Care	100%
Premiums as mandated by the Government of Alberta	

8.2 Local Authorities Pension Plan (LAPP)

(Employees who work 14 hours or more per week will participate in LAPP)

LAPP is a defined benefit plan that provides a pension, at retirement, based on accumulated paid-up service and the highest consecutive five-year salary average.

Participation applies to all eligible positions with the exception of those classed as temporary with a known end date. (Not eligible are those with positions that are replacements for maternity, disability or general leaves of absence and employees hired on a term contract basis where there is an end date for a specified event or program).

Eligibility for new employees shall be based on a minimum assignment of 14 (fourteen) hours per week over the school term.

All eligible employees are required to complete a period of service before they become members of LAPP, this is referred to as the LAPP probationary period. The LAPP probationary period is 12 (twelve) months from the start of service, less:

- Any previous period of employment with Northern Lights School Division No. 69, regardless of the nature of employment or when it occurred (e.g., full-time, permanent, part-time, temporary and casual employment; and
- Any previous period of service with another employer that participates in the LAPP Plan, if the member moved immediately from the former employer to Northern Lights School Division No. 69.

Exempt from the LAPP probationary period is any employee who has applied for transfer service into the LAPP Plan under a reciprocal transfer agreement.

8.3 Health Spending Account (HSA) / Wellness Spending Account (WSA)

The Board will establish for each eligible Support Staff a Health Spending Account for the use of the eligible Support Staff, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan, which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. In addition, the Wellness Account (Choice Option 3) shall also be made available to each eligible staff member, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements.

8.3.1 The proportion of monies to be directed to each account shall be determined on an annual basis by eligible Support Staff, or in the case of newly hired employees, at the commencement of employment.

8.3.2 Effective September 1, 2019 The Board will contribute an annual amount as per the schedule below per eligible Support Staff per year to such account(s), contributions will be made monthly. Employer contributions are an earned benefit and shall be made on a monthly basis over a period of ten (10) months.

Schedule: September 1, 2019 \$725 (\$72.50 per month)

8.3.3 The unused balance will be carried forward to the extent permitted by CRA.

8.3.4 Support Staff leaving the employ of the Board for any reason will forfeit any remaining balance.

9. SUPPORT STAFF PROFESSIONAL IMPROVEMENT ASSISTANCE

Support Staff are given the opportunity for Professional Improvement Assistance as per Northern Lights School Division Administrative Procedure 412-3.

10. NEW CLASSIFICATIONS

If the Board creates a new position within any classification, or if the duties and responsibilities of an existing position are significantly changed, the Board shall establish a salary structure in keeping with the realignment of responsibilities and give written notice to the employee.

11. CRIMINAL RECORD CHECK

All new employees shall be required to undergo a criminal record check and to pay all costs associated with carrying out such criminal record check. Application for a criminal record check shall be made no later than two (2) weeks following the commencement of employment. In the event that:

- a) the Employee fails to make application for a criminal record check within the prescribed period; or
- b) the results of a criminal record check reveal a conviction for an offence, which, in the opinion of the Board, or its delegate, raises concerns about the health, safety or welfare of students, staff or volunteers, or, in the opinion of the Board or its delegate, may bring the reputation of the Board into disrepute; then this shall be considered just cause for termination of employment of the employee.

12. INDEPENDENT LEGAL ADVICE

All employees are advised to obtain independent legal or other professional advice and that by agreeing to these Terms of Employment, the employee hereby confirms that he/she has had the opportunity to seek independent legal or professional advice prior to agreeing to these Terms of Employment and has either:

12.1 Obtained such independent legal or other professional advice as he/she deems appropriate; or

12.2 Waived the right to obtain such independent legal or other professional advice.