



# **TERMS OF EMPLOYMENT SUPPORT STAFF**

Effective Date: February 1, 2024

## Terms of Employment Table of Contents

<b>STAFF CONDUCT</b>	<b>3</b>
<b>1. HOURS OF WORK</b>	<b>3</b>
<b>2. HOLIDAYS AND VACATION</b>	<b>5</b>
<b>3. LEAVE OF ABSENCE</b>	<b>7</b>
3.1. Notification of Leave	7
3.3. Sick Leave	7
3.4. Family Medical Leave	8
3.5. Critical Illness Leave	8
3.6. Bereavement Leave	8
3.7. Maternity Leave	9
3.8. Parental Leave	10
3.9. Personal Leave Days	11
3.10. Convocation/Graduation	11
3.11. Other Leaves	11
3.12. Loss of Entitlement	11
<b>4. JURY DUTY, COURT SUMMONS OR SUBPOENA LEAVE</b>	<b>11</b>
<b>5. TERMINATION OF EMPLOYMENT</b>	<b>12</b>
<b>6. PROBATIONARY PERIOD</b>	<b>12</b>
<b>7. SALARIES</b>	<b>13</b>
7.1. Pay Grid Categories	13
7.2. Years of Training	13
7.3. Experience	13
7.4. Overpayment	14
<b>8. BENEFITS</b>	<b>14</b>
8.1. Benefit Plan	14
8.2. Local Authorities Pension Plan (LAPP)	15
8.3. Health Spending Account (HSA) / Wellness Spending Account (WSA)	15
<b>9. SUPPORT STAFF PROFESSIONAL IMPROVEMENT ASSISTANCE</b>	<b>16</b>
<b>10. NEW CLASSIFICATIONS</b>	<b>16</b>
<b>11. CRIMINAL RECORD CHECK</b>	<b>16</b>
<b>12. INDEPENDENT LEGAL ADVICE</b>	<b>17</b>
<b>13. TERM AND EFFECTIVE DATE</b>	<b>17</b>

# NORTHERN LIGHTS PUBLIC SCHOOLS

## Terms of Employment

### 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.

This document (TOE) is maintained and updated by the Board and administration. It is intended to be used as a guide to both administration and support staff employees.

### 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 Superintendent or designate. 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 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.

It is the employee's responsibility to submit payable time and report absences accurately through the employee self serve (ESS) portal for approval by their supervisor. Timesheet and attendance entry delays, or the submission of incorrect information may result in delayed payment.

**10-Month Employee:** A 10-month employee is one who occupies a position, established by the employer either in a school or at Division Office, which requires 10 consecutive months of service on an annual basis.

**12-Month Employee:** A 12-month employee is one who occupies a position, established by the employer either in a school or at Division Office, which requires 12 consecutive months of service on an annual basis.

**Regular Position:** any position, whether full-time or part-time, in which an individual has completed their probationary period and has evidence of a completed evaluation.

**Probationary Position:** any position, whether full-time or part-time, in which an individual has not completed the probationary period, as per section 6.

**Temporary Position:** any fixed term position, whether full-time or part-time, in which an individual is committed to a specific schedule.

**Casual Position:** any position, full-time or part-time, in which an individual accepts employment on an as-needed or irregular basis. Casual positions do not qualify for employer paid entitlements.

**Seasonal Position:** any position, whether full-time or part-time, which is required for a specified 'season'. Seasonal Positions in Northern Lights Public Schools typically occur from May through August. Seasonal positions do not qualify for employer paid entitlements.

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.).

**Call Outs:** a call out includes hours worked when an employee is asked to come back to work after the normal work day is done in order to do special work or attend an emergency. Callout does not extend the regular work day. A call out occurs when employees are requested by their Supervisor to attend an emergency on a call-out basis. Employees will be paid a minimum of three hours at the regular rate of pay, or as per employment standards if overtime is applicable. The supervisor will determine what constitutes an emergency and if a call out is required.

1.1. 10-Month Employees

Employee Classification	Daily Working Hours
CTS Instructors	7
Admin Assistants	7.5
Student Advocacy Counselor FNMI Grad Coach	7.5
Instructors	6.5
Occupational Therapist Speech Language Pathologist	7.5
Occupational/Speech Language Therapist Assistants	7.5
Educational Assistants Library Commons	6.5
Nutrition and Food Service Worker Concession / Cafeteria Workers	6.5
Before and After School Worker Preschool	6.5
Daycare	8
Division Bus Drivers	6.5

## 1.2. 12-Month Employees

Employee Classification	Daily Hours
Maintenance Personnel (Foreman, Journeyman, Handyman & Labourer)	8
Division Office Personnel Information Technology Personnel Transportation Personnel	7

## 1.3. Attendance

All employees shall report to their duties regardless of the absence of any students.

## 1.4. Inclement Weather

Refer to inclement weather Administrative Procedure 131 for further information.

## 1.5. Extracurricular Activities

Support staff who supervise extracurricular activities are doing so on a voluntary basis. Extracurricular activities are those that are pre-approved by the Superintendent or designate. Extracurricular activities:

- Must work directly with students; and
- Occur outside the individual's normal working hours and for which the employee is not receiving other remuneration.

1.5.1 Effective September 1, 2024 in recognition of the efforts of support staff to provide extracurricular activities that take place beyond the normal hours of work, any support staff who provides 200 or more hours of pre-approved extracurricular supervision per school year shall receive one (1) paid release day in recognition of their volunteerism. Hours will not be bankable from one year to the next. The paid release day must be used within the school year the hours are earned and the paid release day will not be paid out.

## 2. HOLIDAYS AND VACATION

2.1. The Employment Standards Code names the following nine (9) days as general holidays:

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day

In addition to the Employment Standards Code, the Employer retains the right to grant additional days as general holidays. Currently these additional four (4) days include:

Easter Monday	National Day for Truth & Reconciliation
August Civic Holiday (Heritage Day)	Boxing Day

Staff will be compensated for general and statutory holidays as per the Alberta Employment Standards.

2.1.1 Ten-month employees are not paid for holidays that fall outside of their 10 consecutive months of service.

## 2.2. Annual Vacation Time (12 month employees)

Northern Lights Public Schools expects employees to take vacation leave to maintain their personal health and productivity. The amount of vacation leave an employee is entitled to depends on their length of service with the Division.

Employees and their direct supervisor are responsible for ensuring the vacation schedule is at a mutually acceptable time. Factors such as work volume, coordination with other employees within the department, and personal circumstances will be considered.

Employees who do not schedule their vacation may have their supervisor prescribe a vacation period as per the Alberta Employment Standards.

No leave shall take precedence over vacation time, unless approved by the Supervisor.

2.2.1 Twelve-month employees shall be eligible for annual vacation time with pay, as calculated on the employee's anniversary date. Earned annual vacation is accrued on a monthly basis. Accruals are prorated for part-time employees based on their full-time equivalent (FTE). 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. 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 Alberta Employment Standards.

### Schedule for Annual Vacation Time With Pay for 12 month employees:

During the first year	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

## 2.3. Allowance for Holiday Pay (10 month employees)

2.3.1 Ten-Month Employees shall be eligible for paid allowance for Holiday Pay in accordance with the following schedule and as provided by the Alberta Employment Standards.

With the exception of employees listed in 2.3.2, employees with a 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.

Allowance for Holiday Pay upon completion of:

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

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

Student Advocacy Counselor

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 their 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 their absences, online, through the employee self-serve (ESS) portal.

3.2. In the event an employee's employment ceases and they have taken paid leave time before it is earned, a deduction of the required amount will be taken off the employee's final pay.

#### 3.3. Sick Leave

Sick leave is for the purpose of sickness, disability or obtaining necessary medical or dental treatment.

3.3.1 A regular, probationary or temporary employee shall be entitled to sick leave credit at a rate of two (2) days per month prorated based on their FTE. At the employer's request, an employee must provide a doctor's note of illness or proof of attendance at

a medical or dental appointment. Sick leave credits for part time employees will be prorated on the number of annual hours worked and based on full-time equivalency. Unused sick leave credit(s) may be accumulated in consecutive school years to a maximum of one hundred (100) calendar days.

- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 The accumulated sick leave credits of an employee shall not be affected as a result of any approved leave of absence for a period not exceeding one (1) school year or twelve (12) consecutive months.
- 3.3.5 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.

### **3.4. Family Medical Leave**

- 3.4.1 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 their 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 3.3.3.
- 3.4.2 On the first day, this leave requires notification to the Principal. In the event of the 2nd or more consecutive days, the leave requires approval by the Superintendent or designate.

### **3.5. 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.

- 3.5.1 Involving members of the immediate family – spouse/benefit partner, child, parent, and additionally an employee's brother, sister, or parent-in-law, for 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 The Superintendent or designate may in the case of critical illness require a medical certificate.

### **3.6. Bereavement Leave**

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

- 3.6.1 Involving members of the immediate family - spouse, child, parent, brother, sister, parent-in-law; a period not exceeding five (5) working days.
- 3.6.2 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.
- 3.6.3 Additional bereavement leave, where required, may be granted upon application to the Superintendent or designate - People Service or designate. An additional leave may be granted only when the funeral arrangements necessitate out of province or out of country travel.
- 3.6.4 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 Superintendent or designate.

### **3.7. Maternity Leave**

- 3.7.1 The employee shall endeavor to notify the Superintendent or designate of their leave requirement three (3) months in advance; however, the employee shall give the Superintendent or designate at least six (6) weeks' notice of the day on which they intend to commence maternity leave. Such notice shall be in writing.
- 3.7.2 Maternity leave shall be for a period of up to sixteen (16) weeks.
- 3.7.3 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.
- 3.7.4 The employee agrees to apply for employment insurance (EI) benefits when they become eligible for the same. The employee will provide a copy of the initial EI benefit information to the payroll/benefits department as verification of receipt of EI benefits.

- 3.7.5 For employees with one (1) year continuous service, the employer 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 their EI benefits supplemented.
- 3.7.6 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.
- 3.7.7 For employees with one (1) year continuous service, the employer shall pay its portion of the employee's health plan premiums during the health related portion of the maternity leave.
- 3.7.8 That period of the maternity leave not covered by the health related portion shall be without pay and without employer contribution to health plan premiums.
- 3.7.9 In the event that the claim falls during a non-working period or a period during which an employee would not normally be paid, the employee will not be entitled to payment of any additional salary and benefits during this period, including the supplementation of EI benefits.
- 3.7.10 The Superintendent or designate shall advise the employee to apply for extended disability (ED) benefits at least thirty (30) days in advance of expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the employee shall apply for ED benefits and no further salary, health plan premiums, or supplementation of EI benefits shall be payable by the employer.
- 3.7.11 Prior to the leave commencing, the employee shall endeavor to provide the Superintendent or designate with the date they plan on returning to work, however, they shall give the Superintendent or designate at least four (4) weeks notice of the day on which they intend to return to work. Such notice shall be in writing.
- 3.7.12 As per Alberta Employment Standards, 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 the Division.

### **3.8. Parental Leave**

- 3.8.1 In addition to the maternity leave, the birth parent shall be eligible for a parental leave without pay and employer 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.
- 3.8.2 Notwithstanding clause 3.8.1, parental leave may be prorated between the birth parent and the alternate parent 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 employer contributions to health plan premiums.

- 3.8.3 During this forty-six (46) week period, the employee shall be eligible to maintain their coverage on health plans provided the employee pays one hundred percent (100%) of the premiums.
- 3.8.4 Prior to the leave commencing, the employee shall endeavor to provide the Superintendent or designate with the date they plan on returning to work, however, they shall give the Superintendent or designate at least four (4) weeks notice of the day on which they intend to return to work. Such notice shall be in writing.
- 3.8.5 Any extension to the parental leave will require the mutual agreement of the employee and the Superintendent or designate.
- 3.8.6 As per Alberta Employment Standards, 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 the Division.
- 3.8.7 The alternate parent shall be granted two (2) days paid leave for the birth or adoption of their child which shall be deducted from the employee's accumulated sick leave credits.

### **3.9. 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 designate. Personal leave credits for part time employees will be prorated on the number of annual hours worked.

Extension of a break (Summer, Christmas, Spring, or any other week-long or longer break in the school calendar) may only be taken with prior written approval by the Superintendent or designate who shall take into consideration the operational needs of the school. Extension of a break will only be considered once per school year per employee.

### **3.10. Convocation/Graduation**

- 3.10.1 Each employee is entitled to a leave of absence with pay and applicable benefits for one (1) day per year to attend the employee's own convocation related to their academic studies provided the convocation falls during the school year.
- 3.10.2 Each employee is entitled to a leave of absence with pay and applicable benefits to a maximum one (1) day per year to attend the post-secondary graduation/convocation of their spouse, child or parent.

### **3.11. Other Leaves**

Additional leaves of absence may be granted at the discretion of the Superintendent or designate with pay and benefits, without pay and with benefits, or without pay and without benefits, if and when all other leave provisions have been accessed. The superintendent or

designate may request the employee provide rationale for the leave.

### **3.12. Loss of Entitlement**

An employee shall not be entitled to earn or access accumulated sick leave or be entitled to the Employer's contribution towards the cost of benefits while receiving disability benefits as provided by the Board's insurance carrier.

## **4. JURY DUTY, COURT SUMMONS OR SUBPOENA LEAVE**

- 4.1. Leave of absence without loss of salary and benefits shall be granted for jury duty or any summons related thereto; or to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than the employee's own. Any witness fee receivable by the employee shall be paid to the employer. A copy of the subpoena must be provided to the employee's supervisor in order to receive this benefit.

## **5. TERMINATION OF EMPLOYMENT**

- 5.1. Consistent with the Employment Standards Code, any employee may be terminated at any time without notice or payment in lieu of notice for just cause.
- 5.2. 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. 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 Superintendent or designate - People Services 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 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 the date of commencement of service. A probationary employee, who is for any reason absent from a scheduled work period, may have their probationary period extended by a period equal to the number of absenteeism days.

- 6.2. The Superintendent may, at their 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 at the absolute discretion of the Superintendent or designate. 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 Superintendent or designate 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, they will be required to serve an additional six (6) month continuous probationary period in the new position to which the employee 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 Superintendent or designate by exceeding a full time equivalency of 1.0 (FTE).

For employees who have been placed in a position where the maximum pay is lower than the salary they are receiving (through reclassification, grid changes, etc.), they may have their salary red-circled until such time their salary exceeds the red circle rate, at the discretion of the Superintendent or designate.

### **7.1. Pay Grid Categories**

Refer to the Northern Lights Public Schools Pay Grids located in the appendix following this Terms of Employment.

### **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 following pay period upon the receipt of such documentation. A review of the same shall be completed by the Human Resources Department.

- 7.2.1 The employer reserves the right to recognize the previous education of new employees. One year of formal training in a recognized post-secondary education institution for category placement on the appropriate grid is defined as:
  - 450 hours of study as specified by the educational institution for enrolled courses successfully completed.

### 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 subsequent pay period following the receipt of such documentation. A review of the 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. Overpayment

Should the employer issue an employee an overpayment of wages and/or entitlements, then the employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The employer shall notify the employee in writing that an overpayment has been made.

If an employee terminates before the recovery period of an overpayment is complete, the remainder of the monies owing shall be recovered from the final pay, unless other arrangements have been made.

## 8. BENEFITS

For all eligible support staff, the employer 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 may continue for a ten (10) month employee during July and August provided that employment will continue at the start of the following school year. Otherwise, benefits shall terminate, for all employees, on their last day of employment.

Eligible employees working less than a full time equivalency (F.T.E.) of 0.20 do not qualify for benefit coverage.

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.

For any leave of absence where the support staff employee would have to pay for their own benefits, the employee shall have the option to pre-pay for benefit contributions. In the event that the actual cost of benefits during the leave exceeds the prepayment, the employee remains responsible for the difference between what was prepaid and the actual cost of the benefits. Employees may also pre-pay benefit premiums payable during the duration of maternity, adoption or paternal leave.

## 8.1. Benefit Plan

<b>ASEBP - Alberta School Employee Benefit Plan</b>	<b>Division Contributions</b>
Life Insurance (mandatory plan for all eligible employees)	100%
Extended Disability Benefit (mandatory plan for all eligible employees)	100%
Dental Plan	100%
Extended Health Case	100%
Vision Care	100%
<b>Alberta Health Care Premiums</b> - as mandated by the Government of Alberta	100%

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

For eligible employees, ASEBP offers a confidential Employee and Family Assistance Program, to assist those experiencing personal difficulties.

## 8.2. Local Authorities Pension Plan (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. Employees who work 14 hours or more per week will participate in LAPP.

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 Public Schools, 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 Public Schools.

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 employer will establish for each eligible Support Staff a Health Spending Account for the use of the eligible Support Staff, their 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 appropriate Wellness Account shall also be made available to each eligible staff member, their 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.

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.

8.3.1 The employer will contribute an annual amount of \$725 (\$72.50 per month) per eligible Support Staff per year to such account(s) based on FTE. Employer contributions are an earned benefit and shall be made on a monthly basis over a period of ten (10) months.

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

8.3.3 Support Staff leaving the employ of the employer for any reason will forfeit any remaining balance.

## 9. SUPPORT STAFF PROFESSIONAL IMPROVEMENT ASSISTANCE

Eligible Support Staff are given the opportunity for Professional Improvement Assistance as per Northern Lights Public Schools Administrative Procedure.

## 10. NEW CLASSIFICATIONS

If the Superintendent or designate creates a new position within any classification, or if the duties and responsibilities of an existing position are significantly changed, the Superintendent or designate 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 said 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 Superintendent or designate, raises concerns about the health, safety or welfare of students, staff or volunteers, or, in the opinion of the Superintendent or designate, may bring the reputation of the employer into disrepute; then this shall be considered just cause for termination of employment of the employee.
- c) The employee agrees to obtain such intervention record checks (pursuant to the *Child, Youth, Family Enhancement act*), as may be reasonably required by the Superintendent or designate from time to

time, or required pursuant to Board Policy or legislation, and to advise the Superintendent or designate immediately upon being charged or convicted with an offence under the *Child, Youth and Family Enhancement Act*.

- d) The parties acknowledge and agree that a failure by the Employee to notify the Superintendent or designate of the commencement of an investigation in relation to any alleged wrongful acts towards a child or adult or any charges laid against the Employee under the *Criminal Code of Canada*, the *Controlled Drugs and Substances Act*, the *Child, Youth and Family Enhancement Act*, and/or similar legislation forthwith may lead to disciplinary action, up to and including termination of the Employee's contract of employment.

As per Bill 85 all teachers in the Province of Alberta are required to produce a Criminal Record and Vulnerable Sector Check (CRC) upon hire, and again every five (5) years throughout their employment with a school authority. Northern Lights Public Schools has decided to extend this requirement to support staff as well. As such, all subsequent CRCs required after the initial CRC (every five years) will be paid for by Northern Lights Public Schools.

## **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 they have 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.

## **13. TERM AND EFFECTIVE DATE**

This *Terms of Employment* and all *Addenda* shall become effective February 1, 2024 and will remain in effect until replaced or amended from time to time.



**SCHOOL ADMINISTRATIVE ASSISTANTS**

NORTHERN LIGHTS PUBLIC SCHOOLS

Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
24	School Administrative Assistant	\$24.39	\$26.06	\$27.59

**Casual Positions:** \$21.95 / hr - 90% of School Administrative Assistant - 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**Apple Schools**  
**School Health Facilitator**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
<b>51</b>	<b>Apple Health Facilitator</b>	\$59,638	\$62,542	\$65,446

**Casual Positions:** 90% of Apple Health Facilitator- 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**BUS DRIVERS**  
**NORTHERN LIGHTS PUBLIC SCHOOLS**  
 Effective February 16, 2024

		<b>0 Years (FTE)</b>	<b>After 1 Year (FTE)</b>	<b>After 2 Years (FTE)</b>	<b>After 3 Years (FTE)</b>
		01	02	03	04
<b>39</b>	<b>Bus Driver</b>	\$22.57	\$24.02	\$25.44	\$26.80

**Casual Positions:** \$20.31 / hr - 90% of Bus Drivers – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**CHILD CARE WORKERS**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
43	Preschool Instructor (Certification Level 3)	\$24.45	\$26.90	\$29.34
42	Preschool Instructor (Certification Level 2)	\$19.98	\$22.00	\$24.45
41	Preschool Instructor (Certification Level 1)	\$18.95	\$21.00	\$22.18

Substitute Instructor: Rate as reflected on grid (plus 4% Holiday Pay)

(Certified Teacher) Substitute Instructor: \$30.79 (plus 4% Holiday Pay)

		0-2+ Years (FTE)
48	Preschool Assistant	\$17.94

		0-2+ Years (FTE)
50	Before and After School / Worker (Care Giver) (Certificate Level 3)	\$19.47 (plus provincial top up)
49	Before and After School / Worker (Care Giver) (Certificate Level 2)	\$18.62 (plus provincial top up)
48	Before and After School / Worker (Care Giver) (Certificate Level 1)	\$17.94 (plus provincial top up)
47	Before and After School / Worker (Care Giver) (No Certificate)	\$16.92 (plus provincial top up)

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
44	Before and After School Care Site Supervisor	\$18.62	\$19.47	\$20.33
45	Before and After School Care Assistant School Division Coordinator	\$27.48	\$29.71	\$31.95
46	Before and After School Care Division Coordinator	\$37.14	\$39.38	\$41.70

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.

Note: EA/Preschool/OSC hours will be considered for equivalent to determine grid placement

Note: OSC/Preschool Instructors/Assistants (Full Day Preschool) may be eligible for provincial top up



## EDUCATIONAL ASSISTANTS

NORTHERN LIGHTS PUBLIC SCHOOLS

Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
30	<b>Educational Assistant (2 yr Certificate)</b>	\$21.68	\$24.04	\$26.38
31	<b>Educational Assistant (1 yr Certificate)</b>	\$19.99	\$22.18	\$24.49
32	<b>Educational Assistant (No Certificate)</b>	\$18.73	\$20.59	\$22.74
	<b>Grandfathered employees</b>	\$20.08	\$21.29	\$23.62
	<b>Educational Assistant (With NLPS Training)</b>	\$19.29	\$21.22	\$23.41

**Grandfathered employees** - Former Developmental Assistants employees at this grid placement upon the conclusion of the 1994-95 school year will be grandfathered at this grid level until such time that there is a break in service or change to their designation. All new employees with no certification hired subsequent to June 30, 1995 shall start at the rate established for new employees.

**Casual Positions:** 90% of Educational Assistant no certificate – experience 0 plus 4% holiday pay. To amend grid level experience from the default of 0, employee must provide proof of additional experience within forty five days from the commencement of employment as per terms of employment, any proof of experience provided subsequent to this forty five day window will take effect the first pay period following such submission.

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**FNMI GRADUATION COACH**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
52	Graduation Coach III (2 Year Certificate)	\$28.33	\$29.34	\$31.41
53	Graduation Coach II (1 Year Certificate)	\$25.98	\$26.89	\$28.74
54	Graduation Coach I (No Certificate)	\$24.50	\$25.01	\$26.89

**Casual Positions:** \$22.05 / hr - 90% of FNMI Graduation Coach (No Certificate) – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**HEALTH PATHWAY PERSONNEL**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)	After 3 Years (FTE)	After 4 Years (FTE)
		01	02	03	04	05
1	<b>Occupational Therapist</b> (Bachelor's Degree)	\$49.35	\$51.83	\$54.33	\$56.80	\$59.29
2	<b>Occupational Therapist</b> (Master's Degree)	\$52.45	\$55.56	\$58.67	\$61.77	\$64.88
2	<b>Speech Language Pathologist</b>	\$52.45	\$55.56	\$58.67	\$61.77	\$64.88
5	<b>OT/SLP Assistant Certified</b>	\$30.96	\$33.36	\$35.75	\$38.10	\$40.55
6	<b>OT/SLP Assistant- Non Certified</b>	\$26.38	\$27.12	\$27.66	\$28.22	\$28.79

**Casual Positions:** \$23.74 / hr - 90% of Health Pathways (noncertified)– 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



## INFORMATION TECHNOLOGY PERSONNEL

NORTHERN LIGHTS PUBLIC SCHOOLS

Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)	After 3 Years (FTE)	After 4 Years (FTE)	After 5 Years (FTE)
		01	02	03	04	05	06
1	IT Analyst	\$68,898	\$73,230	\$77,564	\$81,896	\$86,230	\$90,563
2	IT Technician	\$59,952	\$63,179	\$66,405	\$69,634	\$72,862	\$76,092
3	IT Help Desk	\$47,496	\$50,661	\$53,825	\$56,988	\$60,154	\$63,320

**Casual Positions:** 90% of Information Technology Personnel – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



## INSTRUCTORS

NORTHERN LIGHTS PUBLIC SCHOOLS  
Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
36	Instructor III (2 Year Certificate)	\$28.36	\$29.34	\$31.41
37	Instructor II (1 Year Certificate)	\$25.97	\$26.89	\$28.74
38	Instructor I (No Certificate)	\$24.50	\$25.17	\$26.89

**Casual Positions:** \$22.05 / hr - 90% of Instructor I – experience 0 plus 4% holiday pay

Note: Increments for the above salary schedule are calculated on the basis of full time (1.0).

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**LEARNING COMMONS**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
20	Learning Commons (Diploma)	\$24.61	\$26.01	\$27.76
21	Learning Commons (Certificate)	\$23.21	\$24.83	\$26.58
22	Learning Commons (No Certificate)	\$19.77	\$22.16	\$24.48

**Casual Positions:** \$17.79 / hr - 90% of Learning Commons no certificate – experience 0 plus 4% holiday pay

Note: New employees will be required to complete a minimum of a certificate program as a condition of employment. Librarians with no certificate hired prior to April 1, 2007 will not be required to complete a certificate program.

Note: Certificate refers to a certificate program equivalent to the SAIT Library Operations Certificate.

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**MAINTENANCE PERSONNEL**  
**NORTHERN LIGHTS PUBLIC SCHOOLS**  
 Effective February 16, 2024

	<b>0 Years (FTE)</b>	<b>After 1 Year (FTE)</b>	<b>After 2 Years (FTE)</b>	<b>After 3 Years (FTE)</b>
	01	02	03	04
<b>Foreman</b>	\$84,261	\$86,589	\$89,103	\$91,713
<b>Journeyman</b>	\$71,996	\$73,929	\$76,075	\$78,283
<b>*Apprentice</b>	60%	70%	80%	90%
<b>Handyman</b>	\$53,279	\$55,212	\$57,141	\$59,227
<b>Labourer</b>	\$16.97	\$17.89	\$18.82	\$19.75

**Casual Positions:** \$15.27 / hr - 90% of Labourer – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

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**NUTRITION PROGRAM WORKER**

NORTHERN LIGHTS PUBLIC SCHOOLS

Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)
		01	02	03
24	<b>Nutrition Program Worker</b>	\$19.98	\$22.18	\$24.49

**Casual Positions:** \$17.98 / hr - 90% of Nutrition Program Worker – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**SEASONAL LABOURER**  
**NORTHERN LIGHTS PUBLIC SCHOOLS**  
 Effective February 16, 2024

	<b>First Season</b>	<b>Second Season</b>	<b>Third Season</b>	<b>Fourth Season</b>
	01	02	03	04
<b>Seasonal Labourer</b>	\$19.25	\$20.29	\$21.33	\$22.37

**Casual Positions:** \$17.33 / hr - 90% of Labourer – 0 experience plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.



**STUDENT ADVOCACY COUNSELOR**  
 NORTHERN LIGHTS PUBLIC SCHOOLS  
 Effective February 16, 2024

		0 Years (FTE)	After 1 Year (FTE)	After 2 Years (FTE)	After 3 Years (FTE)	After 4 Years (FTE)	After 5 Years (FTE)
		01	02	03	04	05	06
6	Master of Social Work	\$38.91	\$40.87	\$42.95	\$45.12	\$47.40	\$49.80
7	Bachelor of Social Work	\$38.05	\$39.98	\$42.00	\$44.13	\$46.36	\$48.70
8	Related Bachelor	\$34.25	\$35.98	\$37.80	\$40.17	\$41.72	\$43.83
9	Diploma in Social work	\$32.34	\$33.98	\$35.70	\$37.50	\$39.40	\$41.40

**Casual Positions:** \$29.10 / hr - 90% of Student Advocacy Counsellor Grid (Diploma in Social Work) – experience 0 plus 4% holiday pay

Note: Increments for the above salary schedule are calculated based on 1.0 FTE. Full-time equivalency (FTE) is based on the current school year calendar.

Note: The yearly NLPS calendar determines the number of days per year, this calendar may change from year to year. The Salary Schedule reflects the salary for the current year.

Note: Allowance for Holiday Pay is included in salary for employees.