

# Terms and Conditions of Employment and Remunerations Regulation

## I. Terms and Conditions of Employment

### A. Introduction

1. This regulation sets out the terms and conditions of employment and remunerations determining the relationship between the Board of Trinity Christian School Association and its employees and forms an integral part of the employment contract for employees in accordance with the Employment Standards Code.
2. The Board reserves the right to make additions, deletions, or changes to the Terms and Conditions of Employment and Remunerations Regulation as required.
3. Any questions related to this regulation should be directed to the employee's senior manager.
4. An employee who views that they are adversely affected may launch an appeal in accordance with the Board's policy on Employee Appeals.

### B. Definitions

1. *Christmas Break*: The Association closes all operations during the work days after Boxing Day and before New Year's Day. The Christmas Break forms part of each salaried employee's annual vacation.
2. *Employment Categories*: There are eight categories of employee status used to determine terms and conditions of employment and remuneration:
  - a. *Continuous Full-time 12-month*: employed on an ongoing basis to work full-time hours, 37.5 hours per week or 1,950 hours per annum; salary status.
  - b. *Continuous Full-time 10-month*: employed on an ongoing basis to work full-time hours, 37.5 hours per week or 1,680 hours per annum; salary status.
  - c. *Continuous Part-time 12-month*: employed for specified hours less than 37.5 hours per week; salary status.
  - d. *Continuous Part-time 10-month*: employed for specified hours less than 37.5 hours per week; salary status.
  - e. *Continuous Variable-time 12-month*: employed for unspecified hours less than 37.5 hours per week; wage status.
  - f. *Continuous Variable-time 10-month*: employed for unspecified hours less than 37.5 hours per week; wage status.
  - g. *Temporary Full-time*: employed for a defined period less than 4 months to work fulltime hours; wage status.
  - h. *Casual*: employed on an intermittent basis, as required; wage status.
3. *Hours of Work*: The hours of work for continuous full-time employees are 37.5 hours per week (prorated for part time employees).
4. *Job Titles*: To promote consistency throughout the organization, job titles will be established in accordance with the overall organizational direction by the Senior Management Team.
5. *Senior manager*: The Principal, Administrator or Secretary-Treasurer responsible for the division in which the employees works as per the job description. As a group they are the *Senior Management Team*.

## 6. TQS: Teacher Qualifications Service

### **C. Attendance**

1. Attendance is considered as criteria of performance and is measured when assessing overall employee performance at work. Employees who are incapable of providing regular and consistent attendance may fail to meet the requirements for continued employment.

### **D. Employee Discipline**

1. Employee conduct is expected to contribute to the goals of the Association. The objective of employee discipline is to correct misconduct and assist the employee to contribute.
2. Employee discipline is the responsibility of the supervising senior manager. In assessing employee misconduct, the senior manager should consider the following factors.
  - a. the employee's length of service,
  - b. the employee's past record,
  - c. the seriousness of the misconduct, and
  - d. any other pertinent facts.
3. Discipline should not be delayed. The disciplinary meeting must be private. The employee must be given one work day notice of the meeting. The employee may be accompanied by representation. The employee must be given opportunity to present his or her case. Failure of the employee to attend the meeting may result in suspension or termination.
4. The steps of discipline are progressive unless the misconduct is egregious. Steps b-d must be noted in the employee's personnel file.
  - a. Verbal advice. The senior manager coaches the employee to understand and correct the misconduct.
  - b. Written reprimand. The senior manager issues a written warning that the misconduct is unsatisfactory.
  - c. Suspension. Suspension without pay for one to three days stresses the seriousness of the misconduct.
  - d. Termination. Termination with cause is at the discretion of the senior manager.
5. Suspension and termination may be appealed directly to the Board.

### **E. General Holidays**

1. Employees are entitled to the following holidays with pay:
  - a. New Year's Day
  - b. Family Day (third Monday in February)
  - c. Good Friday
  - d. Easter Monday
  - e. Victoria Day
  - f. Canada Day
  - g. Civic Holiday (first Monday in August)
  - h. Labour Day
  - i. Thanksgiving Day
  - j. Remembrance Day

- k. Christmas Day
- l. Boxing Day

## **F. Group Benefits**

1. The Board sponsors a group benefits plan for employees. Employee participation shall be subject to the rules and regulations of the plan(s).

## **G. Leaves**

1. Upon return from maternity leave, adoption leave, parental leave of absence, and extended parental leave, the employee will be reinstated in the position occupied at the time leave commenced. This does not limit the Board's ability to amend or terminate the position while the employee is on leave.

2. *Sick Leave.* Sick Leave is designed to protect employees from the impact of unavoidable illnesses that necessitate short-term absences from work. Employees are entitled to sick leave, with pay, on the basis of five days per year. Unused sick leave may not be accumulated.

An employee who is unable to report for work due to sickness shall notify their immediate supervisor at the earliest opportunity. For absences of five consecutive working days or less, employees are required to submit their sick time upon return to work. For absences in excess of five consecutive working days, a Certificate of Illness completed by a qualified medical or dental practitioner is required. The senior manager may seek further medical clarification in circumstances which may warrant additional medical information.

3. *Maternity Leave.* Upon written request, an employee who has completed their probationary period is entitled to maternity leave of up to twelve months without pay commencing on the child's date of birth. Maternity leave may be comprised of health-related and non-health-related periods. An employee is expected to provide a minimum of one month's written notice of their intention to take a maternity leave. A medical certificate indicating that the employee is pregnant and providing the estimated date of birth may be requested. The employee must provide at least 30 days written notice of their intention to return to work from such leave.

An employee may take up to twelve weeks of maternity leave prior to the estimated date of birth. This period of leave will be included as part of the six month maternity leave. Should an employee wish to continue participating in the group benefits plan during the maternity leave, the premiums will continue to be shared between the Board and the employee as per the group benefits provisions. Notice of such intent must be included in the written notice of intention to take maternity leave.

An employee may return to duty prior to the expiration of leave granted, provided a medical certificate is submitted indicating that the resumption of work will not endanger the employee's health, and a suitable position is available.

4. *Adoption Leave.* An employee may be granted up to a maximum of three days without pay for the purpose of completing necessary documentation and requirements relating to the adoption and custody of a child. Upon written request, an employee who has completed their probationary period is entitled to adoption leave without pay for a period of up to six months commencing on the date the child is placed with the employee for the purpose of adoption. An employee must provide the written notice at least thirty days prior to the date that the employee will

commence adoption leave, unless the date of the child's placement with the employee was not foreseeable. If the employee cannot comply with the written notice requirement, the employee must give written notice at the earliest possible date that the employee will start or has started adoption leave.

The employee will provide at least 30 days written notice of their intention to return to work from such leave. During an adoption leave an employee shall not accumulate vacation time or salary increase.

The benefit premiums will continue to be shared between the Board and the employee during the adoption leave should an employee wish to continue participation in the group benefits plan. Notice of such intent must be provided in writing at the same time the adoption leave is requested.

An employee may return to duties prior to the expiration of leave granted, provided a suitable position is available.

5. *Parental Leave of Absence.* Upon written request, an employee will be granted parental leave, without pay, as an extension of maternity leave or adoption leave. Parental leave must not exceed an additional six months. An employee who has not accessed maternity leave or adoption leave who has successfully completed their probationary period is entitled to a parental leave without pay of up to thirty-seven weeks within a fifty-two week period after the birth of the employee's child or after a child has been placed with the employee for the purpose of adoption. Where both parents are continuous employees of the Board, the parental leave may be taken by either or both parents. While on parental leave of absence, an employee may access the group benefits plan at no cost to the Board. During the period of parental leave, an employee shall not accumulate vacation time or salary increase.
6. *Extended Parental Leave.* Upon written request at least one month prior to expected return date, an employee may be granted extended parental leave, without pay, at the discretion of the senior manager and subject to operational requirements. The extended parental leave must not exceed twelve months.
7. *Other Parental Leave.* An employee may be granted, upon request, up to five days' leave with pay at the time of the birth of their child.
8. *General Leave of Absence.* Requests by continuous employees for unpaid leaves of absence of up to a maximum of one year shall be made in writing. A general leave of absence may be granted at the discretion of the senior manager,
9. *Compassionate Leaves.* Upon written request, and approval, an employee will be granted up to five days leave of absence, with pay and up to a further five days without pay in cases of pressing emergency. Pressing emergency shall be confined to cases of serious injury, major surgery, critical illness or other family emergency for the purpose of attending to the needs of an employee's immediate family. Approval for such leave shall be granted by the employee's senior manager. Additional leave may be granted, at the discretion of the employee's senior manager when circumstances warrant additional time. Unpaid compassionate leaves may be eligible for Employment Insurance Compassionate Care Benefits.
10. *Bereavement Leave.* Bereavement leave with pay shall be granted to continuous and temporary employees for three (3) working days. An additional two days with pay shall be granted if time is required for travel purposes to attend to matters surrounding the death of a member of an employee's immediate family. Additional leave may be granted by the employee's senior manager when circumstances are warranted.

11. *Political Activities Leave.* The Board recognizes the right of employees to campaign for and hold political office in municipal, provincial and federal fields and may grant unpaid leave to employees for these purposes. Should an employee wish to request a leave for this purpose, a letter must be submitted to the employee's senior manager requesting a leave for political activity including the time duration and specifics.
12. *Court Appearance/Jury Duty.* Upon application, court appearance leave will be paid to continuous and temporary employees to serve as a juror or when subpoenaed as a witness in court when not a party to the proceedings. Fees paid by the court will be reimbursed to the Board, except for travel and meal allowances.

## **H. Outside employment policy**

1. The Board recognizes that an employee, under certain circumstances, may accept outside employment. Employees shall not engage in or accept any activity, business, or employment during or after working hours that could be considered in conflict with the Association's interests or diminish the ability of the employee to render the full, loyal and undivided service which is contemplated in his or her employment.
2. Secondary jobs are permissible only if an employee can continue to perform normal duties and work requirements within the regularly scheduled workweek. Work assignments and schedules will not be modified to enable an employee to obtain outside employment.

## **I. Probationary Period**

1. New employees offered continuous employment are subject to a three month probationary period. If a former employee is rehired at a later date, the employee will be subject to a new probationary period as a new employee.
2. If a person performing temporary/casual work is offered continuous employment, the probationary period will apply from the date that continuous employment commenced.
3. If an employee is deemed unsuitable or underperforming in his/her job, then he/she may be released during the probationary period. In certain circumstances the employee's senior manager may extend the probationary period by a maximum of three months. This extension must be in writing with a copy provided to the employee.

## **J. Retirement**

1. The Board does not discriminate against any employee due to age and as such does not have a mandatory age limit for retirement of its employees.
2. All employees over the age of sixty-five will be allowed to continue working as long as they wish and deemed to be capable.

## **K. Termination of Employment**

1. *Voluntary Termination.* An employee is expected to inform their senior manager of their intention to resign their employment as far in advance as possible. A minimum of two weeks' notice in writing is expected for all employees. Upon completion of

employment, the employee agrees to return the following items to their supervisor, including but not limited to:

- a. Documents & passwords;
  - b. Corporate credit cards;
  - c. All keys, security cards, and parking passes;
  - d. Other items such as laptops, computers, cell phones, etc.
2. *Involuntary Termination With Cause.* Where an employee warrants cause for termination, the employee's senior manager, after consultation with the Senior Management Team and legal counsel, may terminate the employee with absolute discretion, without notice of termination or pay in lieu of notice of termination. Employees may be subject to performance management if warranted.
  3. *Involuntary Termination Without Cause.* The employee's senior manager may terminate without cause an employee at any time, after consultation with the Senior Management Team, by providing the employee with working notice (the Notice Period) or pay in lieu of notice (Severance Payment).
  4. *Probationary Period Termination.* New employees serve a three month probationary period which may be extended an additional three months. The Board is not required to provide notice or pay compensation to employees on probation of less than six months.

## **L. Vacation**

1. Office employees and senior managers receive four weeks of paid vacation in accordance with a prescribed schedule dependent on primary work location. Vacation may not be accumulated.
2. Cold Lake Office: Christmas Break, Spring Break, and two weeks of Summer Break in July and/or August
3. Derwent Office: two weeks at Christmas, Spring Break, and one week of Summer Break in July.

## **II. Remunerations Schedule**

### **A. Introduction**

1. The Board believes in treating employees equitably and strives to achieve equity through its remuneration practices in three key areas:
  - Internal equity through an internal evaluation system;
  - External equity comparison to relevant external market comparators; and
  - Individual equity by acknowledging that employees possess varying degrees of experience and education.
2. The remuneration schedule is designed to respond to the needs of the Association and to enable the attraction and retention of skilled and motivated employees. The schedule applies to all positions, except senior managers, and establishes a remuneration range for each position. Ranges may be adjusted on an annual basis to reflect changing revenues and labour market conditions. On occasion, adjustments outside of the normal salary schedule may be necessary to improve or correct pay relationships between individuals in the same or comparable positions. Special adjustments must be brought forward by the employee's senior manager to the Board for consideration and approval.
3. Employees will be placed in their appropriate position classification effective July 1, 2017. The placement will not increase or decrease remuneration except by specific motion of the Board.

### **B. Overtime**

1. Employees may encounter demanding workloads which require time commitments in excess of their regular hours of work. Overtime must receive prior approval from a senior manager, should be limited to seasonal peak work periods, and must be within the allocated overtime budget.
2. Salaried employees receive 1.5 time-off with pay instead of overtime pay. The time-off with pay must be taken within three months of being earned respecting operational requirements.
3. Waged employees are eligible for overtime after 44 hours per week and will receive overtime pay at 1.5 of their hourly wage.
4. Waged employees and senior managers may enter into quarterly written overtime agreements stating that the senior manager will provide time off with pay instead of overtime pay. Such agreements may not be renewed into the following quarter until they are balanced.

### **C. Pay for New Hires**

1. The following process will be used to determine the starting salary for new employees:
  - a. The position will be defined through an accurate job description (including a working title and employment category) written by the senior manager.
  - b. The position will be evaluated and assigned starting wage or salary by the Senior Management Team.
  - c. The starting salary will take into account the qualifications of the job, the new hire's experience, skills and competencies, and current placement of employees in comparable positions.

#### **D. Voluntary Transfer to a Position with a Lower Salary Range**

1. If an employee voluntarily transfers to a position with a lower salary range, he/she will be placed at a point in the new range that takes into account the qualifications of the job, experience, skill and competencies. This new placement will not exceed his/her former rate of pay.

#### **E. Wage Protection**

1. Where, through transfer or reclassification, an employee's current salary is greater than the salary range maximum of their new classification or their new job to which they are now assigned, their salary will be frozen and wage protected (red circled) at this rate until the salary maximum of the new salary range reaches the employee's current salary.

#### **F. Lateral Transfer**

1. A lateral transfer, defined as a different position at the same salary range, will not necessarily trigger a salary adjustment.

#### **G. Increases for Promotions, Acting Assignments and Job Reclassifications**

1. For a promotion or reclassification to a position with a higher salary range, or official designation as "acting" in a higher range in the absence of an incumbent for a minimum of 20 business days, employee placement in the new range will be determined following consultation with the Senior Management Team and will take into account the employee's experience, skills and competencies, and current placement of incumbents with comparable positions. For Acting Assignments, the employee shall not be eligible for any other benefits or entitlements other than salary recognition.

#### **H. Delegation of Authority**

1. Delegation of Authority where a supervisor is away from the office does not trigger a salary adjustment.

#### **I. Salary Differentials Related to Supervisor Relationships**

1. To alleviate compression, which may result from the supervision of employees, the salary of a supervisor may be adjusted. The Senior Management Team determines whether the supervisor's salary should be adjusted and determines the amount of the salary differential. Factors such as the qualifications of the job, skills, knowledge, experience, and abilities of the supervisor are also considered.

#### **J. Remuneration Ranges**

1. Excluding senior managers and certificated teachers, employees are placed on one of three pay tiers in their position category. Tiers III, II, and I differ progressively in responsibilities, qualifications, and experience.
2. Educational employees (excluding certificated teachers) working directly with students are placed on one of three tiers for learning specialists.
3. Learning specialists are employed for the private school within the ten-month school year. Learning Specialist III is a tutor/aide or equivalent. Learning Specialist II is an uncertificated teacher with at least 2 years (TQS) of university equivalency.

Learning Specialist I is an uncertificated teacher with at least 4 years (TQS) of university equivalency.

<u>Classification</u>	<u>Hourly</u>
Learning Specialist III	\$20.00-25.00
Learning Specialist II	\$25.00-30.00
Learning Specialist I	\$30.00-35.00

5. Certificated teachers employed for the private school are paid with reference to the Northern Lights School Division collective agreement with teachers.
6. Certificated teachers are employed as facilitators to supervise home education programs. The salary of the facilitators is based on their assigned September 30 student count times \$180 + \$20 (vacation pay). Their expense account is paid at \$285 per student family as a non-taxable benefit. See the annex for the facilitator contract of employment.
7. Non-educational employees, regardless of work title, are placed on one of three pay tiers for service employees or on one of three pay tiers for service coordinators. The following pay tiers are based on a standard work week of 37.5 hours and 1950 hours per year. Employees employed for shorter work weeks will have corresponding adjustments to their salaries.

<u>Classification</u>	<u>Hourly</u>
Service Employee III	\$17.50-20.00
Service Employee II	\$20.00-22.50
Service Employee I	\$22.50-25.00
Service Coordinator III	\$25.00-27.50
Service Coordinator II	\$27.50-30.00
Service Coordinator I	\$30.00-32.50
Casual employees	\$17.50

## **SCHEDULE “A” – JOB DUTIES**

### **FACILITATOR**

The Employee is responsible for the following:

- service to the Employer as a Facilitator in the Employer’s home education program, offering support, resources and evaluation to Assigned Families and Assigned Students as required and directed by the Home Education Administrator;
- in depth knowledge of all Alberta Government legislation, regulation and policy with respect to home education;
- assistance to Assigned Families with fulfillment of the requirements of Alberta Government legislation, regulation and policy with respect to home education;
- assistance to parents of Assigned Families by providing valuable experience and perspective, including strategies and sequences of learning;
- assistance to Assigned Families with developing their own Education Program Plan;
- travel to meet with Assigned Families and Assigned Students;
- up to date knowledge of resources available to achieve various educational needs;
- regular review of resources;
- regular discussion with parents and vendors regarding best practices and resources;
- connection with the parents of Assigned Families as primary contacts;
- evaluation of Assigned Student progress through portfolio review in accordance with Alberta Government regulation (ie 2 reviews per School Year of a collection of student work, such as projects, test results, writing samples, to evaluate the progress of the Assigned Student);
- provision of feedback to parents of Assigned Families and directly to Assigned Students where requested by parents of Assigned Families;
- provision of continuing encouragement and affirmation to parents of Assigned Families;
- delivery to the Home Education Administrator of proposed general communications to Assigned Families prior to delivering the communication, to ensure accuracy and consistency of messages amongst Facilitators;
- respond to needs expressed by parents of Assigned Families;

- when a new Assigned Family or Assigned Student is assigned to the Employee:
  - approve the Education Program Plan (“**EPP**”) of each student before the notification of intent to home educate is accepted;
  - the EPP includes:
    - outcomes to be achieved (with reference to the Alberta Schedule of Learner Outcomes);
    - instructional methods;
    - resources that will be used;
    - methods and timing of evaluation and why evaluation methods will be effective; and
    - name of a person instructing (if the instructor will not be the parent); and
- delivery of report forms and EPP’s (in alphabetical order) to the office of the Home Education Administrator as soon as possible after visits with families.