

# **NORTHERN LIGHTS SCHOOL DIVISION #113**

## **Terms and Conditions of Employment**



**Employee Handbook  
August, 2009**

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## TERMS AND CONDITIONS OF EMPLOYMENT

### 1.0 CATEGORIES OF EMPLOYEES

There are three (3) main categories of employees:

#### 1.1 Central/Sub Office Employees

These include the following:

##### 1.1.A Entry Level Personnel

- Caretaker
- Maintenance Shop Worker I
- Warehouse/Shopsman
- Accounting Clerk I
- Clerk Typist II
- Human Resource Clerk I

##### 1.1.B Middle Level Personnel

- Area Maintenance Worker
- Tradespeople
- Data Processing Clerk
- Clerk IV
- Accounting Clerk II
- Executive Secretary (Clerk Typist III)
- Computer Systems Technician
- Computer Network Technician
- Accountant (Kids First)
- Room and Board Worker
- Assistant Technician/Webmaster

##### 1.1.C Middle Administrative Personnel

- Housing Administrative Assistant
- Administrative Assistant
- Human Resource Officer
- Maintenance Coordinator (East/Central & West)
- Payroll Supervisor
- Computer Systems Administrator

#### 1.2 School-Based Employees

These include the following:

- Caretaker (Entry Level)
- School Secretary (Entry Level)
- Student Support Worker I & II (Entry Level)
- Social Worker (Entry Level)
- Recreation Coordinator (Entry Level)
- Community School Coordinator (Entry Level)
- Community School Worker I & II (Entry Level)
- Tutor (Entry Level)
- Teaching Assistant (Entry Level)
- Library Clerk (Entry Level)

## **2.0 DEFINITIONS**

### **2.1 Permanent Employees (Full or Part-time)**

An employee who works a normal or portion of a normal workweek on a regular basis as specified under the terms and conditions of employment. As such these employees will receive all benefits as provided by contract or terms and conditions.

### **2.2 Temporary Employees (Full or Part-time)**

An employee who works a normal or portion of a normal workweek on a regular basis for a period of time exceeding one (1) month. As such these employees will receive all benefits as provided by contract or terms and conditions with the exception of Municipal Superannuation, which requires a minimum of 700 hours to qualify and at the discretion of the employee.

### **2.3 Casual Employees**

An employee who is hired on an occasional basis and is paid an hourly wage for a specific job.

### **2.4 Paraprofessionals (School-Based Employees)**

#### **2.4.A Tutors**

Tutors are employees who work under the direction of the special education teacher and principal and work in an instructional situation with identified high-cost disabled students. These students have severe cognitive, affective or physical handicap(s) which greatly affect their educational performance.

#### **2.4.B Teacher Assistants**

Teacher assistants are employees who, under the direction of the classroom teacher and principal, work in an instructional situation generally limited to one (1) classroom.

### **3.0 STAFFING**

#### **3.1 Appointments to Staff**

- 3.1.A Appointments to staff shall be made on the basis of qualifications, ability, and in accordance with the Division's Aboriginal Employment Equity Program.
- 3.1.B On appointment to staff the employee shall submit written evidence from previous employers of experience to their immediate supervisor within three (3) months of his/her start date. Directly related experience may receive 1:1 increments; indirectly related experience may receive 1:2 increments. Under no circumstances will retroactive adjustments be made after four (4) months from the original date of hire. Supervisors must recommend past experience increments to the Director of Education for consideration.
- 3.1.C All potential candidates must submit an acceptable Criminal Record Check with a vulnerable sector search prior to being offered permanent employment. Where such situations warrant (a finger print search), six (6) months grace will be provided. Failure to comply with this clause will result in termination of employment. (Forms Manual 400-5)
- 3.1.D All appointments must be ratified by a Board motion.
- 3.1.E An employee of the Board of Education who resigns his/her position and is re-hired will have his/her benefits (vacation entitlement, SSBA benefit package, etc.) reinstated as follows:
- if re-hired within four (4) months no loss of benefits;
  - if re-hired after a period of more than four (4) months no benefits accrue as a result of previous experience with the Division;
  - if on approved paid leave no loss of benefits occurs.
- 3.1.F An employee of the Board who transfers within the

Division, will have his/her benefits (vacation, SSBA benefit package, sick leave) transferred without loss of benefits.

3.1.G Temporary replacement staff are not necessarily employed at the same salary step as the incumbent.

3.2 Advertising Positions

3.2.A All positions within the Division will be in accordance with NLSD #113 Board Policy #16, AP Manual #400, and/or AP Manual Appendix 400.

3.3 Promotion

3.3.A Promotion shall be based on the principle that all other factors (as outlined in Section 3.1.A, above) being equal, seniority with the Division shall be the determining factor.

3.3.B An employee who is promoted will be placed on the applicable salary scale. In no case shall the promotion exceed the maximum salary of the new salary range, or be less than the employees' current salary.

3.4 Acting Incumbency (Temporary Pay for Higher Duty)

3.4.A Temporary pay for higher duty will only be provided in extenuating circumstances when a position has been vacated permanently or temporarily for an indefinite time frame. Under no circumstances will this clause be used for employees who replace one another during holidays or vacations.

3.4.B Prior to being eligible for acting pay upon completion of five (5) consecutive workdays in an acting capacity, the supervisor must present the request to the Director of Education for approval.

3.4.C Acting pay shall be paid at the lowest rate in the incumbency scale that exceeds the current rate of the employee.

3.4.D There must be a demonstrated need for replacement, and responsibility for higher duty must be assumed by the replacement employee.

3.4.E The Director of Education must approve all acting

incumbency assignments.

### 3.5 Position Reclassification

- 3.5.A Where applicable, the reclassification of an existing position to a higher level will result in placement at the nearest salary level of the new scale. In no case shall the reclassification exceed the maximum salary of the new salary range.
- 3.5.B Where applicable, when the duties and/or responsibilities of a position increase, the salary for that employee would increase by a minimum of 4.5%.
- 3.5.C The Director of Education must approve all position reclassifications.

### 3.6 Probationary Period

- 3.6.A All employees will serve a probationary period in each position for which they have been selected.
- 3.6.B For all contracted positions and middle administrative personnel, a one (1) year probationary period will be served.
- 3.6.C For all journeypersons/trades/specialist positions, a one (1) year probationary period will be served.
- 3.6.D For all other employees, a six (6) month probationary period will be served.

### 3.7 Increment Dates

- 3.7.A With the exception of casual employees, increment dates for salary adjustments will be on the first working day of the anniversary month of commencement of continuous, full-time employment with the Division; or in the case of a re-assignment, on the first working day of the anniversary month of commencement of the new assignment.
- 3.7.B Permanent full-time employees on Leave Without Pay (e.g. Maternity Leave, Educational Leave) will have their increment date adjusted back the amount of leave taken (e.g. an employee with an increment date of January 1 on a six (6) month maternity leave will have an increment date

adjustment to July 1).

## **4.0 HOURS AND DAYS OF WORK**

### **4.1 Central/Sub Office Employees**

- 4.1.A All central and sub office employees will work on a twelve (12) month basis, regular office hours as follows:

8:30 a.m. - 12:00 p.m.

1:00 p.m. - 5:00 p.m.

Summer Hours will commence as recommended by senior administrative personnel as follows;

8:00 a.m. - 12:00 p.m.

1:00 p.m. - 4:30 p.m.

- 4.1.B Journeypersons and community-based/central office-based maintenance workers will set appropriate hours in consultation with their immediate supervisors as long as hours of work do not exceed seventy-five (75) hours over a two (2) week period.

- 4.1.C Overtime must be authorized by an immediate supervisor prior to overtime being worked.

- 4.1.D All central/sub office employees and office/school-based maintenance employees must submit a Monthly Time Sheet for Non-Teaching Employees (Forms Manual 400-9) to their immediate supervisor.

### **4.2 School-Based Employees**

- 4.2.A All school-based non-teaching employees, except caretakers, will work on each day of the academic year as set out by Board resolution in accordance with the Minister's annual directive.

- 4.2.B Caretakers will work on all normal working days of each month on a twelve (12) month basis.

- 4.2.C All school-based non-teaching employees will work school hours as follows:

- All school-based non-teaching employees, except caretakers, will work a seven (7) hour day for a full-time position.

8:30 a.m. – 12:00 p.m.

1:00 p.m. – 4:30 p.m.

Principals, in consultation with their Superintendent of Education, may stagger the seven (7) hours to better accommodate job responsibilities where warranted.

- Caretakers will work a forty-hour (40) week for a full-time position.

Principals in consultation with the Superintendent of Facilities may stagger the eight (8) hours to better accommodate job responsibilities where warranted.

- 4.2.D Overtime will not normally be permitted, but when required it must be approved by the respective Superintendent.

## **5.0 HOLIDAYS AND LEAVES**

### **5.1 Statutory Holidays**

- 5.1.A The following Statutory Holidays will be recognized:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

- 5.1.B When a Statutory Holiday falls on a Saturday, the preceding working day will be declared a holiday and the academic year will be adjusted accordingly.

- 5.1.C When a statutory holiday falls on a Sunday, the first

working day following the statutory holiday will be declared a holiday, and the academic year will be adjusted accordingly.

## 5.2 Annual Vacation Leave

5.2.A Senior administrative personnel shall earn and receive vacation leave in accordance with current contracts with the Board.

5.2.B Personnel under teacher contracts will receive vacation leave in accordance with the employment contract.

5.2.C School-based non-teaching employees whose days of work coincide with the school year will receive holiday pay in lieu of holidays at a rate equal to that outlined in 5.2.F below.

5.2.D All casual employees will receive holiday pay in lieu of holidays at a rate equal to that outlined in 5.2.F below.

5.2.E Middle Administrative personnel (with the exception of those on a teaching contract) shall earn and receive vacation leave as follows:

- employees shall earn 1.67 days vacation leave for each full month of employment for each of the first five (5) years in which they were employed with the Division;
- for those employees of the Division with more than five (5) years of service but less than ten (10) years of service, vacation leave will be earned at the rate of 2.08 days for each full month of service;
- employees with ten (10) years or more of service in the Division will earn vacation leave at the rate of 2.50 days per month.

5.2.F Other employees shall earn vacation leave as follows:

- employees shall earn 1.25 days vacation leave for each full month of employment for each of the first five (5) years in which they were employed with the Division;
- for those employees of the Division with more than five (5) years of service but less than ten (10) years

- of service, vacation leave will be earned at the rate of 1.67 days for each full month of service;
- employees with ten (10) years or more of service in the Division will earn vacation leave at the rate of 2.08 days per month (five (5) weeks per year).

5.2.G All vacation leaves must be approved by an employee's immediate supervisor, through the submission of a Leave Authorization Request for Non-Teaching Employees Form (Forms manual 407-1), prior to vacation leave being taken.

5.2.H All vacation leaves must be taken in not less than one half (1/2) day increments.

5.2.I The appropriate supervisor may approve carry-over within the following guidelines:

<u>Vacation Entitlement</u>	<u>Carry-over</u>
Less than 3 weeks	0
3 weeks	up to 5 days
4 weeks	up to 8 days
5 weeks or more	up to 10 days

- notice of carry-over must be made to the immediate supervisor prior to November 30;
- any carry-over must be taken by June 30, with the exception of middle administrative personnel who must use any carry-over by August 31. Any days not taken may not be accumulated into the next year's vacation time entitlement.

5.2.J There shall be no payout to an employee who has not taken his/her full entitlement by December 31, or, for days carried over by June 30. The exception being when an employee is unable to take his/her holidays due to circumstances beyond his/her control, e.g. illness. Any such request must be approved by the Director of Education and must be submitted for approval thirty (30) days prior.

5.2.K Vacation will be earned on the basis of assigned time with a one (1) month waiting period during work absences before reductions to these benefits are made. For any leave other than vacation, reductions will be made after one (1) month of continuous leave.

5.2.L All SSBA benefits will continue un-interrupted during the course of his/her vacation leave.

5.3 Earned Days Off (E.D.O.'s)

5.3.A Earned days off (E.D.O.'s) apply to the following:

- employees as outlined in clause 1.1 (excluding care takers, maintenance field employees and tradespeople), based on a thirty-five (35) hour week, employees will work an additional thirty (30) minutes per day to provide sufficient time for sixteen (16) earned days off per year. These days earned will be a combination of time off coordinated with supervisor, through the approval of a Leave Authorization Request for Non-Teaching Employee Form (Forms Manual 407-1), and office closures as recommended by senior administrative personnel.

5.3.B Earned days off (E.D.O.'s) will be earned on the basis of assigned time with reductions to these benefits being made during work absences after one (1) month of continuous sick leave or leave without pay.

5.3.C Earned days off (E.D.O.'S) are to be used in the calendar year they are earned. No earned days off (E.D.O.'S) are to be paid out or carried over into the new year.

5.3.D All E.D.O.'s must be taken in not less than one half (1/2) day increments.

5.3.E All SSBA benefits will continue un-interrupted during the course of his/her E.D.O. leave.

5.4 Sick Leave

5.4.A Sick leave credits are to be used for employee sickness only. Sick leave credits will be earned at a rate of 1.25 days per month worked to a maximum of two hundred and thirty five (235) days plus the entitlement for the current year.

5.4.B It is expected that employees will schedule medical, dental and optical appointments in such a way to minimize the period of absence. An employee who is unable to schedule an appointment in such a way as to minimize the

period of absence shall be granted leave with pay to attend the appointment and such leave shall be deducted from the employee's sick leave entitlement. Periods of absence do not include the time required to travel to and from the location.

5.4.C All sick leaves must be taken in not less than one half (1/2) day increments.

5.4.D The following procedure will apply in matters of sick leave:

- Two (2) days or less - the employee's immediate supervisor must be notified prior to, or within an hour of the time the employee is to report to work. Supervisors may request a medical certificate where circumstances warrant;
- Three (3) days or more - a medical certificate may be required to support sick leave benefits (this may be waived by the appropriate supervisor where medical services are not easily accessible);
- Six (6) days or more - completion of the Northern Lights School Division #113 standard medical report form (Forms Manual 411-1), a second medical opinion may be requested by the appropriate Superintendent;
- Leave request form must be completed in all instances where sick leave credits are used.

5.4.E The procedure for claiming sick leave benefits in incidents of stress-related illness will be the same as outlined in 5.4.D. (above), except that after eleven (11) days the appropriate supervisor may seek a second medical opinion from a fully qualified psychiatrist.

5.4.F Expenditures incurred as a result of obtaining a second medical opinion will be paid by the Board.

5.4.G Superintendents and supervisors will require employees to provide proof of readiness for duties in those instances where an employee has been absent for longer than one (1) month.

5.4.H Sick leave will be earned on the basis of assigned time with reductions to these benefits being made after two (2) weeks of continuous sick leave or leave without pay.

5.4.I All SSBA benefits will continue un-interrupted during the

course of paid sick leave.

5.4.J All SSBA benefits will continue un-interrupted during the course of unpaid sick leave to a maximum of one hundred and five (105) calendar days. After that time, the employee either utilizes the long term disability benefit or Worker's Compensation Benefit. If the long term disability or Workers' Compensation Benefit claim is pending, benefits will remain active until a decision is reached and will continue if claim is accepted. If the employee does not receive long term disability or Workers' Compensation, then they are terminated off the plan.

5.4.K In all circumstances, sick leave credits must be earned prior to use. Advance use of sick leave credits will not be permitted.

## 5.5 Compassionate Leave

5.5.A Compassionate leave with pay will be granted upon the approval of the immediate supervisor, in the form of an approved Leave Authorization Request Form (Forms Manual 407-1), for up to five (5) days per calendar year (or up to five (5) days per academic year) to attend to immediate family needs as a result of death or serious injury or illness.

5.5.B For the purposes of interpreting this section, immediate family shall include: spouse/common law spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, aunt, uncle, niece, nephew, fosterchild, grandchild, parent surrogate, parents-in-law, brother-in-law and sister-in-law.

5.5.C Compassionate leave is not accumulative.

5.5.D All compassionate leave must be taken in not less than one half (1/2) day increments.

5.5.E For days over five (5) the employee must apply to the appropriate supervisor, extended compassionate leaves will be without pay and must be approved by the Director of Education.

## 5.6 Maternity Leave

5.6.A All maternity leaves shall be granted in accordance with

the provisions of *The Labour Standards Act*.

5.6.B Employees must notify in writing to their immediate supervisor at least four (4) weeks in advance.

5.6.C All SSBA benefits will continue un-interrupted during the course of her Maternity Leave.

5.6.D Employees who have been granted a maternity leave are entitled to return to duties as follows:

- notice is given to the immediate supervisor of the employee's intention to return on a mutually acceptable date;
- return to duties conforms to *The Labour Standards Act*;
- proof of medical fitness may be required prior to the employee's return.

#### 5.7 Parental Leave

5.7.A Upon letter of application, employees shall be granted Parental Leave in accordance with the provisions of *The Labour Standards Act*.

5.7.B Employees must notify in writing to their immediate supervisor at least four (4) weeks in advance.

5.7.C All SSBA benefits will continue un-interrupted during the course of the Parental Leave.

#### 5.8 Paternity Leave

5.8.A Employees may, upon written letter of application to their immediate supervisor, be granted up to three (3) days with pay for the purpose of attending the birth.

#### 5.9 Adoption Leave

5.9.A All adoption leaves shall be granted in accordance with the provisions of *The Labour Standards Act*.

5.9.B Employees must notify in writing to their immediate supervisor at least four (4) weeks in advance.

5.9.C All SSBA benefits will continue un-interrupted during the course of the Adoption Leave.

5.10 Professional Development for Non-Teaching Employees

5.10 Definitions

- 5.10.A Professional development may be defined as any course, activity, and/or experience that enhances an employee's skills, abilities or qualifications. Professional development may include, but not be limited to: taking academic classes, non-credit classes, short courses, attending conferences, visiting other schools, participating in workshops or seminars. For the purpose of facilitating the management of issues arising from employee involvement in professional development and to ensure the equitable and optimum allocation of resources professional development in this contract will be administered in three categories.
- 5.10.B Short term education leave is intended to allow and support employees to access learning opportunities intended to meet immediate needs of the employee's position.
- 5.10.C Medium term education leave is intended to allow and support employees to access learning opportunities that will support division program objectives or improve/broaden the qualifications of employees.
- 5.10.D Long term education leave is intended to allow and support employees to access academic learning.

5.11 For terms and attributes of the three categories of educational leave, refer to table below.

Leave/Attribute	Short Term	Medium Term	Long Term
Rationale	Immediate needs of employee	Employee qualification or support to division program	Academic qualifications
Duration	0-10 days	11 working days up to 4 months	4-14 months
Application Date	1 month Prior	Sept. 20 for Jan. 1 Jan. 15 for Apr. 1 Apr. 15 for Sept. 1	February 1 for the following academic year
Approval Process	Principal, Superintendent of Education or immediate supervisor	3 person Senior Staff committee or Principal and Superintendent recommend Director of Education approve	3 person Senior Staff committee and Director approve
Grants as % of wages	100%	51-71%	51-71%
Replacement required	Substitute	Substitute or specifically qualified replacement or general qualified replacement	Specifically qualified replacement
Limit on numbers	None	4 per semester (3 semesters/year)	4 per academic yr.
Required pay back service	None	1 year	2 years
Eligibility	None	1 year	2 years
Expenses for Leave	Board Rates	Division Bursary	

## 5.12 Administrative and Application Details

### 5.12.A Short term Education Leave Details

#### 5.12.A.1

Submit application to principal or immediate supervisor by required date (see table).

#### 5.12.A.2.

Recipients of Short-Term Educational Leave will receive full remuneration including Board approved travel expenses if applicable. Before reimbursement for Short-Term Educational Leave can be made, recipients

are required to:

5.12.A.2.1

Submit original receipts of expenses incurred during Short Term Educational Leave and where applicable transcripts of classes taken.

5.12.B Medium Term Educational Leave Details

5.12.B.1

Medium Term Educational Leave is defined as leave granted for the purpose of visiting other schools, systems, or other related professional development opportunities of a short term nature which further enhance divisional core goals as determined by the immediate supervisor. Medium Term Educational Leave may be granted to an employee on request of the principal or immediate supervisor, and with prior recommendation of the Medium Term Education Leave Committee and the Superintendent.

5.12.B.2

To qualify, any employee with one (1) or more years of continuous service with The Board shall be eligible to apply for Medium Term Educational Leave.

5.12.B.3

Medium Term Educational Leave shall be considered to be any leave from 11 days up to four (4) months.

5.12.B.4

Employees wishing to obtain Medium Term Educational Leave should submit applications, including the estimated cost of the leave, to the Medium Term Education Leave Committee by the dates indicated in table above (see Forms Manual 451-1)

5.12.B.5

All employees requesting Medium Term Educational Leave shall be notified of the decision of the Director of Education immediately after the leave is presented by the Medium Term Education Leave Committee.

5.12.B.6

Recipients of Medium Term Educational Leave may receive remuneration as per table.

5.12.B.6.1

Recipients shall submit up to date transcripts or statement of marks (or certificate) as proof of completion of classes.

#### 5.12.B.7

In order that the School Division receives the full benefit of the Medium Term Educational Leave the employee will remain in the employ of the Board for a period of one (1) year from the completion of the leave.

#### 5.12.B.8

Recipients of Medium Term Educational Leave who do not fulfill their employment obligations with the Board, as per Section 5.12.B.7 of this agreement, shall repay on demand that portion of the grant which bears the same relationship to the unfulfilled portion of their employment obligation plus a penalty of ten percent (10%) of that portion of the grant.

#### 5.12.B.9

An employee who has been on Medium Term Educational Leave and who has an obligation to repay the Board in service or financial reimbursement, and who because of death or permanent disability is unable to fulfill their obligation, shall have this sum or obligation considered paid as of the date that death or permanent disability occurred. This sum or obligation may also be waived at the discretion of the Director.

#### 5.12.B.10

Employees on Medium Term Educational Leave may qualify for NLSD #113 Bursaries under Section 6 of Terms and Conditions.

### 5.12.C Long Term Educational Leave Details

#### 5.12.C.1

To qualify, any employee with two (2) or more years of continuous service with the Board shall be eligible to apply for Long Term Educational Leave.

#### 5.12.C.2.

Long Term Educational Leave shall be considered to be any leave which is longer than 4 months to a maximum of fourteen (14) months.

#### 5.12.C.3

The monthly amount of grant shall be one-twelfth (1/12) of fifty-one percent (51%) of the employee's annual salary, plus ten percent (10%) per dependent \*, to an overall maximum of seventy-one percent (71%), for each month the employee is on Long Term Educational Leave and actively taking classes for up to fourteen (14) months of educational study acceptable to the Superintendent.

5.12.C.4

A maximum of four (4) Long Term Educational Leaves shall be granted each year, as per Section 5.10.C of this agreement.

5.12.C.5

Employees wishing to obtain Long Term Educational Leave must submit applications stating comprehensive plans for the period of leave to the Long Term Education Committee not later than February 1 of the year in which the leave is requested (see Forms Manual 451-1).

5.12.C.6

All applicants for Long Term Educational Leave shall be notified of the decision of the Director not later than March 31 of the year in which the leave is granted.

5.12.C.7

An employee proceeding on Long Term Educational Leave shall be required to sign the approved Non-Teaching Professional Development Leave Agreement within two (2) weeks of the offer of leave (see Forms Manual 451-2). The Non-Teaching Professional Development Leave Agreement shall be deemed to form part of this agreement.

5.12.C.8

Leave is subject to the submission of your approved Courses and must be received by the Director of Education prior to commencement of leave.

5.12.C.9

Following Long Term Educational Leave the employee shall:

5.12.C.9.1

Return to the employ of the Board for a period of not less than two (2) years.

5.12.C.9.2

Submit transcripts and/or proof of completion of classes.

5.12.C.10

Recipients of Long Term Educational Leave who do not fulfill their employment obligations with the Board, as per Section 5.12.C.9.1 of this agreement, shall repay on demand that portion of the grant which bears the same relationship to the unfulfilled portion of their employment obligation plus a penalty of ten percent (10%) of that portion of the grant.

#### 5.12.C.11

An employee who has been on Long Term Educational Leave and who has an obligation to repay the Board in service or financial reimbursement, and who because of death or permanent disability is unable to fulfill their obligation, shall have this sum or obligation considered paid as of the date that death or permanent disability occurred. This sum or obligation may also be waived at the discretion of the Board.

#### 5.12.C.12

Employees on Long Term Educational Leave With Grant do not qualify for NLSD #113 bursaries under Section 6 of Terms and Conditions.

#### 5.12.C.13

The Board will make every effort to reassign the employee to his/her prior assignment in the same location upon return.

### 5.13 Educational Leave Committees

#### 5.13.A Medium Term Education Leave Committee

The Medium Term Education Leave Committee shall be composed of three (3) Senior Staff members, one (1) of which will act as Chairperson or Principal and Superintendent for school-based staff.

##### 5.13.A.1

The Medium Term Education Leave Committee will meet (in person or via other means of communication) three times per year as per Table 5.11.

#### 5.13.B Long Term Leave Education Leave Committee

The Long Term Educational Leave Committee shall be composed of the Director and three (3) members of the Senior Staff, one (1) of which will act as Chairperson.

##### 5.13.B.1

The Director shall communicate all approved long-term leaves to the employees.

##### 5.13.B.2

The Long Term Leave Committee shall meet at least once a year or more as determined by the Chairperson of the Educational Leave Committee.

\*For the purposes of Educational Leave, dependent is defined as: your natural or adopted child,

stepchild or child for whom you are legal guardian, who is: unmarried, under age 21, or under age 25 if a full-time student and not employed on a full-time basis or a child/adult if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical handicap.

#### 5.14 Court Duty (Jury and Witness Duty)

#### 5.14 Background

5.14 A Employers must give employees time off to attend jury selection and to serve as jurors. Under the Employment Standards Act, a juror is considered to be on unpaid leave for the period of jury duty. Although the employers are not legally obligated to pay employees for lost wages while on jury duty, the employee is considered to be in continuous employment for the purposes of calculating annual vacation, termination entitlements, as well as for pension, medical or other employee benefit plans. The employee is also entitled to all increases in wages and benefits which he or she would have received if not on jury duty. Further, the employer may not terminate an employee on jury duty, or change a condition of employment, without the employee's written consent. As soon as jury duty ends, an employee must be returned to his or her former position or comparable position.

5.14 B Any employee who is required to attend court as a juror or who is subpoenaed to appear in court will receive regular salary for the duration of their leave. Any remuneration received, except reimbursement of actual expenses will be paid back to the Northern Lights School Division #113 by the employee.

5.14 C Employees must notify their immediate supervisor when subpoenaed to appear as a witness or perform jury duty in a court of law. Employees must give advance notice to their immediate supervisor, where possible and complete appropriate request leave forms, attached with supporting documents.

## 6.0 PROFESSIONAL DEVELOPMENT BURSARIES FOR NON-TEACHING EMPLOYEES

6.1 Reimbursement of tuition per full time equivalent class will be awarded to non-teaching employees upon the successful completion of classes which are considered by the Board to be of value to northern non-teaching employees. Applications for the bursary must be submitted to the Director of Education for prior approval at least one (1) calendar month before the commencement of the class (Forms Manual 451-3).

6.2 Following receipt of confirmation of successful completion and tuition paid for the program by the non-teaching employee to the Director, the Board shall make payment to the non-teaching employee within one (1) calendar month.

6.3 The number of bursaries awarded shall not exceed twenty-five (25) full-time equivalent classes per year.

6.4 Educational bursaries are awarded only to those non-teaching employees who have completed at least one (1) academic/fiscal year of service with the Board. They are

granted on the condition that the non-teaching employee remains in the employ of the Board for the following complete academic/fiscal year.

- 6.5 A non-teaching employee who does not remain in the employ of the Board for the following complete academic/fiscal year will be required to repay, on demand, that portion of the bursary which bears the same relationship to the unfulfilled portion of their employment obligation

## **7.0 SALARIES AND WAGES**

### **7.1 Definitions**

- 7.1.A Salaried employees are defined as employees who are paid on a monthly basis.
- 7.1.B Employees who receive wages are paid an hourly wage for hours worked (i.e. casual labour).

### **7.2 Payment of Salary**

- 7.2.A Employee's salary will be paid in monthly payments on the last banking day of the month.
- 7.2.B Payment shall be made by direct deposit to a bank of the employee's choice. The Direct Deposit Information Form (Forms Manual 400-4) must be completed and submitted to the payroll department immediately upon hire. Payroll stubs can be obtained on the NLSD #113 website.
- 7.2.C Employees shall have the option of receiving mid-month advances. These mid-month advances will be made by direct deposit only (Forms Manual 400-4) into the employee's bank account on the last banking day prior to the 16<sup>th</sup> of the month. Mid month advances cannot exceed 49% of net pay.

### **7.3 Payment of Wages**

- 7.3.A Casual labour or substitute teachers are paid on a bi-weekly (every other week) basis.
- 7.3.B Advances on wages will not be made under any circumstances beyond the optional mid-month advance.

### **7.4 Standby Pay**

- 7.4.A When an employee is designated to be immediately available to return to work during a period in which he/she is not on regular duty, he/she shall be paid the equivalent of 2 times the NLSD #113 casual labour rate for each twenty-four (24) hours designated to be on standby.
- 7.4.B If unable to respond when required, no pay shall be granted for the entire standby period.
- 7.4.C In addition to standby pay, he/she shall be eligible for overtime rates for each

call out.

## 7.5 Call Out Pay

7.5.A An employee called back to work shall be paid a minimum of two (2) hours of overtime pay. Any hours worked in excess of two (2) hours will be paid at overtime rates.

7.5.B Any call out must be documented prior to payment using a maintenance request form signed by the originator of the request and the principal or area maintenance supervisor.

## 7.6 Sustenance for Employees Travelling on Board Business

7.6.A Meal rates are as per current Board approved rates. When Board business has been completed, the following criteria apply:

- if an employee leaves headquarters before 7:00 a.m., 11:30 a.m., or 5:30 p.m., the appropriate meal may be charged;
- if an employee returns to headquarters after 8:30 a.m., 12:30 p.m., or 6:30 p.m., the appropriate meal may be charged. No receipts are necessary.

### 7.6.B Hotel Expenses

Room rates and taxes, only, will be fully reimbursed; employees will be responsible for all other extra charges. When Board business has been completed, hotel rooms shall be supplied for employees who cannot return to their home community before the normal end of their work hours.

### 7.6.C Incidental Expenses

- Actual expenses for such items as taxicabs and off-street parking - receipts required.
- A bedroll allowance of forty (\$40.00) dollars per night will be paid for accommodation in private residence while on Board business - no receipts required.
- When employees and Board of Education members stay in Board-owned facilities the bedroll allowance will be limited to fifteen (\$15.00) dollars per night.
- Business related expenses will be paid while on Board business, but must be justified in writing, substantiated by receipts and approved by the Director of Education.
- Maintenance employees are expected to provide hand tools. Power and specialized tools as per attached lists will be supplied (Addendum A).
- Maintenance and computer technology employees will be provided with a one hundred and fifty (\$150.00) dollars per year tool allowance.

#### 7.6.D Vandalism Coverage

In the event of vandalism occurring to an employee's vehicle while on Board business, deductible coverage to a maximum of two hundred and fifty (\$250) dollars. A copy of a police report must be provided to substantiate the claim.

#### 7.6.E Personal Mileage

When personal vehicles are used in the performance of Board business, compensation will be as follows:

- Car/van - as per current Board approved rates.
- Student support workers and social workers will be required to ensure that their own vehicle is available to fulfill the requirements of their positions. They will receive a yearly allowance of one thousand (\$1000.00) dollars for having their vehicle.
- Where a maintenance or a computer technician employee is required to provide 1/2 ton truck (or SUV in the case of computer technicians) as a condition of their employment, a premium of five (\$0.05) cents per kilometre will also be paid; and, if the 1/2 ton truck is required to pull a trailer, a further premium of five (\$0.05) cents per kilometre for that distance that the trailer is fully loaded.
- Maintenance employee allowance for low kms (plus mileage rate):

0-5000 per annum	\$250.00 per month
5000-18000 per annum	\$175.00 per month
Over 18000 per annum	No allowance

#### 7.6.F Expense Claim Forms

- Maintenance employees should utilize the Weekly Statement of Travel Expenses Form (Forms Manual 501-2) for expense claims. (A supply will kept at your respective office/school.)
- All other employees should use the attached Expense Claim Form (Forms Manual 501-1).

### 7.7 Employee Benefits

All non-teaching employees are covered by the SSBA Group Employee Benefit Plan. The details of the plan are summarized in the attached SSBA Group Employee Benefit Plan Summary for Non-Teaching Employees (Addendum B).

7.7.A To qualify for the benefit plan employees must be permanent or temporary employees (as defined in 2.1, 2.2 or 2.4 previously) at a minimum rate of fifteen (15) hours per week for a period of six (6) consecutive months. Board members will qualify immediately after being sworn in as a Board member.

7.7.B Casual employees (as defined in 2.3 previously) that work more than seven hundred and eighty (780) hours in a calendar year, qualify for the benefit plan.

- 7.7.C To qualify for the Municipal Employee Pension Plan, employees must work more than seven hundred (700) hours per fiscal year, and where the employee is non-permanent, only at the discretion of the employee. Deductions begin the month of commencement of employment.

## **8.0 TERMINATION OF EMPLOYMENT**

- 8.1 Employment may be terminated at any time by mutual agreement between the employee and the Board.
- 8.2 The employee may terminate employment with the Board by serving two (2) weeks written notice to the Secretary Treasurer.
- 8.3 The Director may terminate the employment of an employee in accordance with *The Labour Standards Act*, *The Education Act*, current contracts or agreements as per Board policy 12, section 4.1.
- 8.4 All benefits terminate on the last day of employment.
- 8.5 The Human Resource Manager will be responsible for ensuring that due process and legal requirements have been met.
- 8.6 All terminations will be reported to the Board by the Director of Education.

## **9.0 SUSPENSIONS**

- 9.1 The appropriate supervisor shall have the right to suspend an employee for just cause.
- 9.2 Any notice of suspension shall be in writing stating the reasons for suspension, whether the suspension is with or without pay, and the length of the suspension.
- 9.3 The employee has the right to appeal to the Director within fifteen (15) days of being served notice of suspension.
- 9.4 The Human Resource Manager will be responsible for ensuring that due process and legal requirements have been met.

## **10.0 DRESS CODE**

As per Northern Lights School Division #113 policy, the Board expects its employees to wear clothing which is clean and neat as is considered to be appropriate and becoming to the profession.

## **11.0 RETIREMENT GRATUITY**

As valued employees the Board wishes to honour non-teaching employees with a retirement gratuity.

- 11.1 To qualify the non-teaching employee must have at least ten (10) years of service with the Board.

- 11.2 The Board shall pay a retirement gratuity to non-teaching employees who are superannuating due to age and service. The amount of the gratuity shall be calculated at one hundred (\$100.00) dollars per year (up to and including 2008) times the number of years of continuous service that the non-teaching employee has with the Board. Effective 2009, the amount of the gratuity shall be calculated at the rate of two hundred (\$200.00) dollars per year.
- 11.3 A suitable retirement gift will also be purchased by the Board to be presented at an appropriate event.
- 11.4 Service shall be defined as service with the Board, but shall exclude:
  - 11.4.1 Leave of Absence Without Pay;
  - 11.4.2 Maternity, Parental, unpaid sick leave or adoption leave;
  - 11.4.3 Long Term Disability;
- 11.5 Exclusions to service defined in 11.4 (above) will not be considered as breaks in continuous service.
- 11.6 The Retirement Gratuity will only be paid:
  - 11.6.1 If the non-teaching employee retires while in the employ of the Board; and
  - 11.6.2 If the non-teaching employee has completed all of the documentation to qualify for a pension benefit.
- 11.7 The Retirement Gratuity is taxable in the hands of the recipient.
- 11.8 Recognition and monetary awards may be adjusted from time to time dependent upon costs and needs.

## **12.0 SERVICE RECOGNITION**

The Board similarly wishes to honour non-teaching employees with less than ten (10) years of service who are superannuating due to age and service.

- 12.1 Service shall be defined as service with the Board, but shall exclude:
  - 12.1.1 Leave of absence without pay;
  - 12.1.2 Maternity, parental, unpaid sick leave or adoption leave;
  - 12.1.3 Long term disability;
  - 12.1.4 Other leaves as defined in 5.11 previously.
- 12.2 Exclusions to service defined in 12.1 (above) will not be considered as breaks in continuous service.
- 12.3 A non-teaching employee with less than ten (10) years of service will be presented with an appropriate gift at an appropriate event.
- 12.4 Recognition awards may be adjusted from time to time dependent upon costs and needs.

### **13.0 LONG TERM YEARS OF SERVICE AWARDS**

The Board recognizes and values the services its employees provide. To this end the Board will institute a system of recognizing those employees who provide long term service.

- 13.1 Awards for non-teaching employees will be purchased by the Board and presented, in the form of an appropriate gift, to non-teaching employees every five (5) years after ten (10) years of service.
- 13.2 Awards may be adjusted from time to time dependent upon costs and needs.
- 13.3 Central and sub office employees will be presented their awards at an appropriate event.
- 13.4 Maintenance employees (central office and school-based) will be presented their awards at the annual maintenance conference or at an appropriate event.
- 13.5 All other school-based non-teaching employees will have their awards presented at the school at an appropriate event.
- 13.6 Service shall be defined as service with the Board, but shall exclude:
  - 13.6.1 Maternity, parental, adoption leave;
  - 13.6.2 Unpaid sick leaves, long term disability and worker's compensation;
  - 13.6.3 Leave of absence without pay;
  - 13.6.4 Deferred salary leave (for the year of leave).
- 13.7 Employment does not have to be continuous.

## Addendum A

### NORTHERN LIGHTS SCHOOL DIVISION #113 Power and Specialized Tools

<b>Carpenter Tools</b>	
<b><u>Hand Tools (Employee Supplied)</u></b>	<b><u>Shop Tools (NLSD Supplied)</u></b>
Hammer Level Tape Caulking Guns Ripping Bar Chalk Line Stapler Square Carpenter Apron Hand Saw Utility Knife Drill Bits Screw Driver Set Wrench Set Allan Wrenches Socket Set (Basic) Combination Square Block Plane Hack Saw Putty Knives Tool Box Files	Palm Sander Jig Saw Circular Saw Cordless Drill First Aid Kit Mitre Box Powered Belt Sander Router Hole Saw Kit Truck Box (Job Box) Power Planer Large T-Square Ladder 7' Combo Extension Cords Trouble Light
<b><u>Specialized Tools (NLSD Supplied)</u></b>	<b><u>Expendables (NLSD Supplied)</u></b>
Nozzle Wrench Electrical Tester Pipe Wrenches Flaring Tool/Tube Cutter Portable Propane Torch Basin Wrench Paint Extension Handles Brush/Roller Spinner	Blades Bits Band Aids Etc.

**Addendum A (Continued)**

**Plumber Tools**

<b><u>Hand Tools (Employee Supplied)</u></b>	<b><u>Shop Tools (NLSD Supplied)</u></b>
<p>Pipe Wrenches 16"            Socket Set            Tubing Cutter            Flaring Tool            Drill Bits Wood/Steel            Caulking Gun            Pouch            Screw Drivers            Wrench Set            Tin Snips            Allan Wrenches            Hack Saw            Hand Saw            Torpedo Level            Hammer            Utility Knife            Channel Locks            Vise Grips            Basin Wrench            Tool Box            Files            Grease Gun</p>	<p>Shovel            Sawzall            Hammer Drill            Cordless Drill            Turbo Torch/Tank            Pipe Wrenches Alum -18", 24"            Pipe Cutter - Iron            Tubing Cutter - Copper            Combo Ladder 7'            Job Box            Toilet Auger            Sewer Snake            Termination Kit            Trouble Light            Extension Cords            Quartz Light c/w Stand            Sledge Hammer</p>
<b><u>Specialized Tools (NLSD Supplied)</u></b>	<b><u>Expendables (NLSD Supplied)</u></b>
<p>Electrical Tester            Nozzle Wrench            Inspection Mirror            Seat Rebuild Kit            O-Ring Kit            Code Books</p>	<p>Bits            Blades            Band Aids            Files            O-Rings            Etc.</p>

**Addendum A (Continued)**

**Electrician**

**Hand Tools (Employee Supplied)**

Hex Wrenches  
Electric Solder Gun  
Pipe Benders 1/2", 3/4", 1"  
Hack Saw  
Pliers  
Screw Driver Set  
Knife  
Hammer  
Pouch  
Wrenches  
Knock Outs  
Socket Set  
Nut Drivers  
Key Hole Saw  
Tape Measure  
Tool Box  
Files

**Shop Tools (NLSD Supplied)**

Hammer Drill  
1/2" Drill  
Cordless Drill  
Flaring Tool/Tube Cutter  
Large Tube Cutter  
Step Bit  
Amp Probe  
Digital Meter  
Terminal Kit  
Greenlee Punch &  
Light Meter  
First Aid Kit

**Expendables (NLSD Supplied)**

Blades  
Bits  
Files  
Band Aids  
Etc.

**Addendum A (Continued)**

**Crib Tools Beauval  
(NLSD Supplied)**

Makita 10" Mitre Saw	Makita Bench Grinder
Makita 9924DB Belt Sander	Akmatic Welder
Tile Cutter	Appliance Trolley
Makita Planer	Rigid Drain Drill
Canox Sparkler Arc Welder	Tiger Portable Compressor
Gas Welder/Generator	Delta Portable Table Saw
Stihl Chain Saw	Westward Tap & Die Set
PAT Thawing Unit	Record 6" Bench Vice
1 Lockset Boring Jig	Wheelbarrow
Turbo Torch c/w Bottle (2)	Liquid Air Acetylene/Oxygen Bottles
Simmer Fuel Transfer Pump	Airless Paint Sprayer
Devilbiss Portable Air Compressor	Brass Number Stencil
Universal Liquid Air Cutting Outfit	Rigid Power Drain Auger
Sootmaster Vacuum Cleaner	Wet/Dry Shop Vac
Brass Letter Stencil	2 Hydraulic Jacks
Turbo Hi- sure Portable Sprayer	Ladder - 6' Aluminum Extension
Tiger Torch c/w Propane Cylinder Pres	Rigid Tri-Stand
Ladder - 24' Aluminum Extension	Rigid Ratchet for 1/2 & 3/4 Dies
Rigid 1/2 Die	Rigid 3/4 Die
Rigid Reamer	Rigid Adjustable 1" - 2" Die Holder
Rigid Iron Pipe Cutter	Metal Cut-Off Saw
Steiner Heat Gun	1/2" Milwaukee Hammer Drill
Makita Impact Wrench	Inside Scaffolding
Outside Scaffolding	Bosch Jackhammer
Bench Grinder	Banding Tool
Sledge Hammer	Paint Shaker
Drill Press	Hiltigun
2-Gallon Wet/Dry Vac	Stanley-Bostitch Air Compressor
Bostitch Brad Nailer	Makita Router
Makita Belt/Disc Sander	Makita Planer/Jointer
Honda Pressure Washer	Makita Disc Grinder 5"
Come-Along	Ingersol Shop Compressor
Milwaukee Sawzall	Hinge Butt Template
Millermatic Welder	Steam Thawing Unit
Pin Finder/Metal Detector	Herman Nelson Portable Heater
Sand Blasting Kit	Gas Cement Mixer
Threading Machine c/w Mounting Stand and Nipple Chuck	Trencher (Ditch Witch)
Tamper (Flat Plate)	

**Addendum A (Continued)**

**Crib Tools La Ronge  
(NLSD Supplied)**

Steamer c/w Torch  
Air Compressor  
Welder Mig  
Mitre Saw  
Table Saw  
Bench Saw  
Radial Arm Saw  
Metal Cut-Off Saw  
Jack Hammer  
Lino Roller  
Tile Cutter  
Side Grinders  
Gas Set  
Wheelbarrow  
Appliance Dollies  
Paint Sprayer  
Roto-Rooter  
Hand Threader  
Power Auger  
Post Hole Auger  
Breathing Apparatus  
Drill Press  
Electric Impact Wrench  
Paint Sprayer (Portable)  
Laser Level  
Dumpy Level  
Pin Locator  
Paint Shaker  
Welder Mig (Flux Core)

Planer 12" Bench Top  
Planer 12" Combo Jointer  
Door Jig  
TFM Gun Torch  
Hilti Gun  
Air Stapler  
Air Tile Chipper  
Advance Floor Fan  
Electric Construction Heaters  
Infrared Heater  
Shingle Ladder  
Trailers Single Axle  
Building Jacks  
Extension Ladders  
Shovels  
Picks  
Cement Mixer  
Gen Set - Welder  
Trash Pump 1 1/2"  
Power Tamper  
Table Saw Bench Top 10"  
Fuel Transfer Pump  
Gas Pressure Washer  
Portable Thawing Units  
Heavy Duty Extension Cords  
Scaffolding  
Scaffold Wheels  
Power Person Lift 26'  
Electric Chain Saw

**Addendum A (Continued)**

**Area Maintenance Person**

<b><u>Hand Tools (Employee Supplied)</u></b>	<b><u>Shop Tools (NLSD Supplied)</u></b>
<p>Screw Drivers  Wrench Set  Utility Knife  Hammer  Saw  Tape Measure  Crescent Wrenches  Pliers  Block Plane  Socket Set  Pouch  Drill Bits  Allan Wrench  Hack Saw  Putty Knives  Square  Torpedo Level  Stapler  Chisel Set  Caulking Gun  Wrecking Bar  Chalk Line  Files  Tool Box</p>	<p>Grease Gun  Pipe Wrenches  Cordless Drill  Circular Saw  Jig Saw  Trouble Light  Combo Ladder 7'0"  100' Sewer Snake  Hole Saw Kit  Hammer Drill  First Aid Kit</p>
<b><u>As Site Dictates (NLSD Supplied)</u></b>	<b><u>Specialized Tools (NLSD Supplied)</u></b>
<p>Shovel  Thawing Unit  Sootmaster Vac  Wheelbarrow  Dolly/Hand Truck  Paint Handle Extension  Router</p>	<p>Nozzle Wrench  Electrical Tester  Flaring/Tubing Cutter  Turbo Torch/Tank  Toilet Auger  E-Zee Outs  Basin Wrench  Tap &amp; Die  Termination Kit</p>
<b><u>Expendables (NLSD Supplied)</u></b>	
<p>Blades  Bits  Files  Band Aids  Etc.</p>	

**Addendum A (Continued)**

**1/2 Time People**

**Hand Tools (Employee Supplied)**

Hammer  
Level  
Tape  
Caulking Gun  
Ripping Bar  
Chalkline  
Stapler  
Tri-Square  
Pouch  
Hand Saw  
Utility Knife  
Drill Bits  
Screwdriver Set  
Wrench Set  
Allan  
Wrenches  
Socket Set (Basic)  
Sliding T-Bevel  
Block Plane  
Hack Saw  
Putty Knives  
Tool Box

**Shop Tools (NLSD Supplied)**

Palm Sander  
Jig Saw  
Circular Saw  
Cordless Drill  
First Aid Kit  
Ladder  
Hand Truck  
Shovel  
Wheelbarrow  
Grease Gun  
Termination Kit  
Thawing Unit c/w Tank Torch  
Sewer Snake  
Extension Cords  
Soot Master Vac  
Router

**Specialized Tools (NLSD Supplied)**

Nozzle Wrench  
Electrical Tester  
Pipe Wrenches  
Flaring Tool/Tube Cutter  
Turner Torch  
Basin Wrench  
Paint Extension Handles  
Brush/Roller Spinner

**Expendables (NLSD Supplied)**

Bits  
Blades  
Band Aids  
Files  
Etc.

## **Addendum B**

### **NORTHERN LIGHTS SCHOOL DIVISION #113 SSBA Group Employee Benefit Plan Summary for Non-Teaching Employees**

Under the SSBA Group Employee benefits plan, non-teaching employees are covered for the following:

1. Vision Care
2. Dental Care
3. Extended Health Care
4. Term Life Insurance
5. Accidental Death, Disease and Dismemberment
6. Long-Term Disability

Group Employee Benefits Plan for Non-Teaching Employees Information Booklet will be forwarded to each new non-teaching employee when their six (6) month waiting period has expired. The booklet is also updated annually and distributed to all non-teaching employees. For further information and details contact the Human Resource Office at the La Ronge Central Office.