

ARTICLE 8
PERSONNEL POLICIES FOR SUPPORTIVE STAFF (SERIES 8.000)

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DEFINITION

The Support staff at the American International School of Lagos (AISL) are hereby defined as all personnel whose conditions of service are not covered under a separate professional annual contract. In general the policies herein shall apply to all personnel except staff on the Professional Certified Salary Schedule and/or Administrators Salary Schedule.

INTRODUCTION AND ACKNOWLEDGEMENT OF CONDITIONS OF SERVICE

Support staff employed by AISL shall be subject to the Conditions of Service set out in the 8.000 series. The support staff employee is required to serve the school faithfully and loyally and to obey all lawful instructions given to him or her. It is a condition of service that each new support staff employee shall be required to sign for and acknowledge receipt of a Support Staff Contract setting out the Terms and Conditions of Service. The contract will form the basis of an agreement between the employee and the school.

MEDICAL EXAMINATION

All applicants selected for employment will be required to pass a medical examination by a medical doctor appointed by the school prior commencing employment. All employees are subject to subsequent medical examination when requested by the school.

EMPLOYEE LOYALTY

Employees shall devote their time and attention to the faithful and diligent discharge of their duties and shall in all respects obey and observe the lawful orders of the school or its appointed representatives in respect of the business of the school. No employee may engage in any private business during working hours nor engage in any employment, trade or business other than that of the school unless written permission is obtained in advance from the superintendent on a case-by-case basis. Any exception is at the sole discretion of the superintendent.

APPOINTMENT/RENEWAL

Support staff is employed on the basis of skills and school needs. All open permanent positions will be advertised with a specific job description.

Applicants are assessed upon evidence of excellent past work performance, academic competencies, experience, and reference checks. Applicants are required to submit:

- Letter of Interest
- Complete Resume/CV
- A minimum of three local references (with physical address and local phone numbers.)

Upon submission of an AISL Employment Application, the Superintendent or designee will review all applications and require testing of academic competencies for qualified and selected applicants. Based on performance of academic competencies, a rank order of the top candidates will be designated for interviews.

Selected applicants will be offered employment contingent upon security and medical clearances (see Policy 6.060). In addition, the Superintendent or designee shall complete three reference checks prior to submitting a recommendation to the Board of Directors for approval.

Each new employee will be subjected to a probation period as stipulated in Regulation 8.200. The duration of the probationary period will be six months. The school reserves the right to extend the probationary period. Notice in such case will be in writing to the employee.

Upon appointment each support staff employee must submit for record purposes his or her full name, address, next-of-kin, two (2) passport-size photographs and any other information, which the school may deem necessary. It is the duty of the employee to inform the school of any changes in these details. Failure to give this information or the submission of any false information may lead to dismissal.

Annual contract renewals for all support staff are subject to annual review and approval by the Superintendent (Board approval not required). Unless the Board otherwise approves, the Superintendent will not approve the renewal of the contract of any employee who has attained the age of 60 at the date of the renewal. The Superintendent may recommend renewals up through the contract year in which the employee will turn age 64, for approval by the Board.

PAYMENT OF SALARIES, WAGES & BENEFITS

Salaries, wages, and other benefits payable to an employee shall be defined in the employee's contract. All staff covered by the 8.000 series shall be paid on the third (3rd) Friday of the month. All salary payments are less deductions. Approved overtime and extra compensation will be paid the third (3rd) Friday for the previous months work.

Personnel employed as Secretaries, Instructional Assistants and other Instructional Support Staff, will be paid in twelve equal installments on or before the third (3rd) Friday of each month.

Custodial and maintenance personnel will receive payment for July and end-of-contract allowance on the June payday.

All other Support Staff will receive payment for June, July and end-of-contract allowance if they qualify, on a date to be determined before the close of school.

SALARY OR WAGE INCREASES

Salaries and wages are based on the Superintendent's determination of the individual's placement on the appropriate salary scale approved by the Board of Directors. Salaries and wages may be increased annually but this will be entirely dependent on prevailing circumstances and the standard of work rendered by the employee as well as his or her performance during the preceding year. A written performance appraisal shall be completed for all support staff by the superintendent or his designee at least once and preferably twice every year. The appraisal shall form an integral part of the criterion on which to judge merit for continued employment and possible salary or wage increases.

PER DIEM PAY

Extra days worked by Maintenance Staff, Instructional Support Staff, Secretaries, and Instructional Assistants, with prior authority, will be paid on a per diem basis. Days approved to work in the summer months, beyond the number of work days stipulated in the employees contract, will be paid in addition to regular salary payments. Summer months can be used to make up workdays lost during emergency school closing and will not be paid on a per diem pay basis. Staff are only eligible for per diem pay once contract days are fulfilled.

PENSION PLAN

It is the desire of the Board of Directors to assist its employees in making provisions for their retirement as well as to provide for the dependents of those employees who may die while employed by the school. Membership in the Retirement Plan is mandatory for all employees.

The benefits of the plan are:

1. A lump-sum payment upon leaving the school at the age of retirement, the amount being determined by the member's salary, age and length of service, and
2. A capital sum payable upon death should an employ of the school pass away prior to their normal retirement date.

Employee contribution to this plan is 7.5% of basic salary paid in equal monthly deductions. The school shall match the employees contribution up to 7.5% of the basic salary for each employee. Further information and details on the plan are found in the Retirement Book. In addition to the above pension plan, all personnel covered by Policy 8.000 are required to join the Nigeria Social Insurance Trust Fund (NTISF), formerly National Provident Fund (NPF).

SEVERANCE PAY UPON LEAVING THE SCHOOL'S EMPLOYMENT

Upon leaving the employ of the school all permanent support staff are entitled to severance pay.

Severance pay is applicable to both voluntary and involuntary termination of employment. The exception would be the support staff employee dismissed for fraud or misconduct constituting a criminal offense.

Severance pay is as follows:

- 1) For up to five years of service, two weeks' salary for each contract year employed.
- 2) For between five and fifteen years of service, one month's salary for each contract year employed.
- 3) For between fifteen and twenty-five years of service, five weeks' salary for each contract year employed.
- 4) If employed for more than twenty-five years, six weeks' salary for each contract year of service.

For purposes of calculating severance pay, any support staff employee who has worked for more than six months of his or her first and final contract year, will be deemed to have been employed for the full year.

Severance pay is calculated on the annual full salary at the time of termination of employment.

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ALLOWANCES

Allowances under this policy may not be paid in advance.

TRANSPORT

Support staff shall receive a transportation allowance each month.

HOUSING

In accordance with the current Nigerian law, 50% of the housing allowance in relation to the individual base salary will be given at the beginning of the contract year. 50% will be given at mid-year. For those employees on probation the allowance will be given monthly.

MEAL ALLOWANCE

A per annum meal allowance will be paid monthly.

LEAVE ALLOWANCE

A specified amount (as determined by the Board of Directors) of the individual's base salary will be accrued monthly as leave allowance. The amount accrued can be requested at any time prior to the end of the school year. Any unpaid balance will be paid by the last payday of the contract year. Leave advances are not authorized.

SUPPORT STAFF EMPLOYEE'S CHILDREN AT AISL

Support staff employed at AISL may enroll their children, for reduced tuition rates, (12 1/2% of normal tuition) at AISL subject to the following terms and conditions:

1. The employee may not be on probationary status.
2. The child must meet the academic entrance standards and should be proficient in English.
3. The number of support staff enrolled under this policy shall at no time exceed three (3) students.
4. Only one student per family (employee) shall be eligible for this program unless there are no other applicants in the category. The Building Assessment fee will be waived.
5. In the event the total number of locally hired teacher' and support staff's children reaches fifteen or more, a new system of placing children on a waiting list will be created until a space becomes available.

The employee will apply for a position on the waiting list and the date of application will be used as the determining factor as to who will be considered next for placement into the fifteen possible positions.

HOURS OF WORK

All Support Staff will work a normal 40-hour week based on an 8 hour day. Instructional Assistants will work a 7 1/2-hour day. The hours are set by the administration. Every employee is required to be punctual at work and any employee failing to report for work at the stipulated time may be regarded as absent. During working hours, no employee may leave his or her work without the prior permission of the Superintendent, or their designee. The working hours stipulated above excludes a daily 30-minute lunch break to be taken at the time set aside for this purpose by the school. All staff are to work required contract days.

An annual work calendar for contractual days will be provided.

OVERTIME

All work in excess of 40 hours per week will be compensated at a rate of one and one-half times the employee's normal hourly rate. Work done on national holidays will be compensated at a rate of two times the employee's normal hourly rate.

All overtime must have the prior approval of the superintendent or designee before work is done.

All allowances are excluded in the hourly overtime rate.

LATE ARRIVAL AND EARLY LEAVING

Employee will be liable to such disciplinary action as may be determined by the Superintendent for late attendance and leaving the premises during working hours without authorized permission.

HOLIDAYS AND LEAVE - PUBLIC HOLIDAYS

The school recognizes all statutory public holidays of the Local and Federal Nigerian Government and such other holidays which the school will announce at the issuance of its annual school calendar. The granting of holidays other than those announced is at the discretion of the school and may change from year to year. In case the Nigerian government proclaims a special holiday during the year and this holiday has not been included in the school's calendar, a decision regarding AISL observation is left to the Superintendent in consultation with the Board of Directors.

LEAVE

Annual leave with full pay shall be granted to the support staff. This leave is taken during the school's traditional close down period in the months of June and July, as prescribed by the superintendent. All staff will be expected to work their required contract days as stated in their annual contract.

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SICK LEAVE AND MEDICAL PROVISIONS - SICK LEAVE

Subject to the overall understanding that Support Staff staff's illness is not due to self-inflicted injury or attributable to misconduct including alcoholism or the use of narcotics, the school will grant sick leave during any one contract year.

Instructional Assistant, Maintenance Staff, Secretaries and other Instructional staff with over six months of continuous service will be allowed not more than 12 work days at sick leave of full pay.

In all cases, when sick leave is granted, satisfactory evidence must be produced to the Superintendent within 2 working days by the Support staff employee or his or her immediate relative together with a medical certificate from a registered medical practitioner recognized by the school. The school reserves the right to conduct a medical examination of the applicant by its own doctor and reserves the right to terminate any person's employment following illness or absence in excess of four weeks.

Support staff unable to attend work on grounds of sudden illness must send notice of the fact to the Superintendent or designee immediately. Two days absence without permission or medical certificate from a doctor recognized by the school will be deemed as a breach of contract and treated accordingly. In any case, an approved doctor's certificate must be produced within 48 hours of the beginning of absence if the employee wishes to be considered for sick leave with pay.

Support staff members on probation will not be eligible for sick leave or medical pay.

MEDICAL TREATMENT

When any employee has been sent by the school for medical treatment the school will bear the cost of treatment as follows:

1. Consultation fees from an approved doctor or specialist
2. X-ray fees when ordered by a medical doctor
3. Medicines, drugs and/or injections where actually prescribed and taken
4. Expenses in respect to any accident arising out of and in the course of employment, which constitutes a valid claim under the terms of the Workmen's Compensation Act (Laws of the Nigeria and Lagos)

The school shall not be responsible for any expenses in connection with the following:

1. Medical, surgical or other appliances including spectacles and eye glasses
2. Dental or optical charges
3. Any expenses in connection with or as a result of pregnancy, confinement or miscarriage
4. Any expenses arising out of self-inflicted injury or illness, or diseases caused by misconduct
5. Any expenses or treatment in mental cases
6. Any expenses incurred in respect of illness or disablement arising from attempted suicide, the performance of an unlawful act, exposure to any unjustifiable hazards (except endeavoring to save human life) provoked assault, the use of drugs or any breach of the peace or disorderly conduct

HOSPITALIZATION

All employees will be entitled to hospital accommodation up to an amount authorized by the Superintendent. This payment is in addition to the payment of salary under Sick Leave (Section 8.600) on the following conditions:

1. Special diets--provided this is confirmed to be necessary by the school's doctor
2. Specialist fees, surgical treatment, x-ray examinations and injections which are recommended by the school's doctor (excluding dental and ophthalmic treatment, medical expenses in maternity cases and in cases of confinement or miscarriages)

The school reserves the right to withdraw the above concession at any time in the future should the Federal or Regional government of Nigeria provide free hospital accommodation.

DISCLOSURE

All medical benefits or treatment are given on the understanding and condition that the medical practitioner is empowered by the employee to make a full report of the case to the school should he/she be required to do so.

MATERNITY LEAVE

A female member of the staff will be entitled to maternity leave after twelve (12) months of contractual service with the school on the condition that she resumes duty after 60 working days of full pay maternity leave. The leave shall start at a date prescribed by a medical doctor and continue for a maximum of 60 working days.

ACCIDENTS AND INJURIES AT WORK

Any accident or injury occurring to an employee during the course of his or her employment must be reported at once to the school nurse so that appropriate first-aid measures may be taken. However slight the accident or injury, it must be reported. The school subscribes to the Workmen's Compensation Insurance and will pay all liabilities due under the Act.

TERMINATION OF EMPLOYMENT

It is fully understood and recognized that the school may terminate any support staff's employment without assigning any reason whatsoever.

During the period of probation, the length of notice of termination shall be two weeks. For those in permanent employment, the length of notice shall be four weeks after confirmation of appointment.

If, at the school's discretion, the support staff employee is not required to work during the period of his or her notice, he or she will receive the appropriate amount of his or her pay in lieu of notice. Similarly, any support staff employee on probation will be required to give in writing two weeks notice of resignation from the school's service. Any support staff on permanent employment shall give four weeks' notice, in writing.

DISMISSAL

Notwithstanding anything contained in Policy 8.700 clause, the school shall not be under any obligation to give notice to any employee found to be in breach of any school's regulations concerning conditions of employment for which reason he or she may be summarily dismissed from the employment of the school without notice. Any conduct likely to endanger the lives or safety of others or the school's property or the efficiency and progress of tasks or operations will also be recognized as serious misconduct rendering the employee concerned liable to immediate dismissal.

Without prejudice to the generality of the foregoing, serious misconduct includes, but is not limited to:

1. Dereliction of duty
2. Refusal to obey a reasonable and lawful order
3. Stealing, gambling or betting
4. Sleeping on duty
5. Consuming or being under the influence of alcohol, drugs or narcotics
6. Gross insubordination or disrespect to the school management staff
7. Causing an accident through gross negligence
8. Fighting
9. Malicious damage to school property
10. Fraud, embezzlement or bribery
11. Absence without leave or habitual tardiness

See Section 8.304, Severance Benefits for further information on this.

PERSONAL PROPERTY

While the school will take reasonable precautions to ensure the safety of employees' personal property brought on to the school's premises, no responsibility or liability will be accepted by the school in respect to loss or damage to employees' personal property. If the school provides outer clothing for the employee, this must be carefully kept, safeguarded and accounted for.