



EMPLOYEE BENEFITS

&

CONDITIONS OF EMPLOYMENT

HANDBOOK

FOR

EXEMPT STAFF

January 2018

**EMPLOYEE BENEFITS
AND CONDITIONS
OF
EMPLOYMENT HANDBOOK
FOR
EXEMPT STAFF**

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1. MANAGEMENT RIGHTS

- 1.1 The effective date for salary adjustments is September 1st, of every year. Changes to the provisions of this handbook are at the discretion of the Board of Trustees of Wild Rose School Division.
- 1.2 All provisions of this handbook shall be applicable to part time employees on a pro-rated basis, and they shall receive only that portion of any applicable provision that the period of actual service in the year bears to a year of full time service.

2. GROUP INSURANCE

- 2.1 All eligible employees appointed to the staff shall be members of the Alberta School Employee Benefit Life and Extended Disability Benefit Plans, Alberta School Employee Benefit Plan - Extended Health Care Plan, Alberta School Employee Benefit Plan - Dental Care Plan, Alberta School Employee Benefit Plan - Vision Care Plan and the Alberta Health Care Plan.
- 2.2 An employee may be exempted from participation in the Extended Health Care plan, the Dental plan, the Vision plan and the Alberta Health Care plan upon submitting proof of participation in these or similar plans through his or her spouse.
- 2.3 Wild Rose School Division shall make a contribution of 100% per month toward the total gross cost of the various premiums.

The Employer gross contribution shall be calculated and applied against the premiums in the following order:

- (a) ASEBP Extended Health Care Plan 1
 - (b) ASEBP Extended Disability Plan D
 - (c) ASEBP Dental Care Plan 3
 - (d) ASEBP Vision Plan 3
 - (e) ASEBP Life Insurance Schedule 2
 - (f) Alberta Health Care
- 2.4 Payments toward benefit plans by Wild Rose School Division shall permit them to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada regulations.
 - 2.5 Clause 2.1 shall not apply to any employee that does not meet the eligibility requirements of the various plans or Board policy.
 - 2.6 The Board will establish, for each eligible employee, a Wellness Spending Account (WSA) that adheres to Canada Revenue Agency (CRA) requirements. The Board will establish annual WSA credits of \$500 per eligible employee, contributed in equal monthly installments, prorated to an

employee's FTE. The unused balance will be carried forward to the extent permitted by the CRA. No WSA credits will be contributed for employees who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Employees leaving the employ of the Board for any reason will forfeit any remaining balance.

3. SICK LEAVE

- 3.1 In the first year of service with Wild Rose School Division, an employee shall be entitled to sick leaves as follows:
 - a. An accumulation of twenty (20) working days accumulated at two days per month.
 - b. Should sick leave exceed the number of days of sick leave entitlement, resulting in salary reduction, subsequent accumulated sick leave entitlement, to a maximum of twenty (20) working days, in the same year shall be applied and any salary adjustment required shall be made.
- 3.2 During the second and subsequent years of continuous service, annual sick leave with full salary shall be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for ninety (90) consecutive calendar days.
 - 3.2.1 An employee who has more than one year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, have the employee's sick leave benefits restored to ninety (90) calendar days.
- 3.3 Provisions of sick leave shall be suspended, and the benefits of the A.S.E.B.P. Extended Disability Benefit shall apply where an employee is so eligible for these A.S.E.B.P. benefits. In the case of an employee who has a re-occurrence of disability as defined by the Extended Disability Benefit plan, the suspension of sick leave shall be applicable.
- 3.4 An employee who is absent from duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than five (5) consecutive working days may be required to present, at the Employer's discretion, a medical certificate(s) during the sick leave period, and/or upon return to work.
- 3.5 An employee who is absent from duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of five (5) working days or less may be required to present a signed statement giving the reason for such absence.
- 3.6 The Employer shall be entitled to require, at any time, an employee to have an examination by a doctor or dentist as selected by the Employer.

- 3.7 Provisions of Clause 3 shall not be applicable when an employee is on a leave of absence (with or without pay), or on vacation.
- 3.8 When an employee leaves the employ of Wild Rose School Division all accumulated sick leave shall be cancelled.
- 3.8.1 Notwithstanding Clause 3.8, in the case of an employee who has had one (1) or more years of continuous service with Wild Rose School Division and he/she re-enters the employ of Wild Rose School Division, he/she shall be eligible for the benefits under Clause 3.2, provided however, that the employee re-enters within a period of two (2) years.
- 3.9 For the purpose of Clause 3 in respect to sick leave a year of service shall be defined as the twelve (12) month period following the date of employment.
- 3.10 The employment of an employee shall be automatically terminated after twenty-four (24) continuous months on Extended Disability Benefits.

4. WORKERS' COMPENSATION

- 4.1 If an employee is prevented from performing his regular work on account of a sickness or disability that is recognized by the Workers' Compensation Board as compensation within the meaning of the Compensation Act, Wild Rose School Division shall continue to pay the employee his full salary provided that all compensation benefits are assigned over to Wild Rose School Division.
- 4.2 The employment of an employee shall be automatically terminated after twenty-four (24) continuous months on Worker' Compensation benefits.

5. LEAVES OF ABSENCE

- 5.1 Special Leaves of Absence with or without pay may be granted as per Administrative Procedure 408.
- 5.1.1 An employee of Wild Rose School Division taking a Leave of Absence without pay of six (6) consecutive working days or more shall be responsible for 100% of the premiums of the following benefit plans: A.S.E.B.P. Life Insurance, A.S.E.B.P. Extended Disability Benefit, A.S.E.B.P. Extended Health Care, A.S.E.B.P. Dental Care and Alberta Health Care retroactive to the first day of their leave through to the last day of the leave.

An employee not wishing to continue on these benefit plans or pay 100% of the premium prior to the Leave of Absence will be terminated from the plans for the term of the Leave of Absence.

Payment of the benefit plans premiums will be administered as follows:

a. Leave of Absence of Two (2) Months or Less

Wild Rose School Division will provide the employee a costing of the premiums of the various benefit plans for the term of the leave.

The employee will provide Wild Rose School Division a personal cheque for the premiums prior to going on the Leave of Absence.

b. Leave of Over Two (2) Months

Wild Rose School Division will provide the employee with the appropriate Information / forms in order for the employee to continue to participate in the benefit plans by making premium contributions directly to the Insurance companies.

5.2 CONVOCATION

Leaves of Absence with full pay shall be granted for the period of one (1) day necessary to attend convocation at a Post Secondary Institution at which the employee or the employee's son, daughter, or spouse is graduating. The day off with pay is only allowed if convocation day is held on a weekday.

5.3 COMPASSIONATE LEAVE

5.3.1 Leaves of Absence with full pay shall be granted for a period of time not to exceed five (5) consecutive working days for the purpose of attending the funeral and/or making funeral arrangements for spouse, child, parent, legal guardian, brother, sister, parents of spouse, brother-in-law, sister-in-law, grandparents, grandparents of spouse, grandchild, son-in-law, daughter-in-law, or a relative who is a member of the employee's household and up to one (1) working day to attend the funeral of aunts, uncles, nieces or nephews of the employee or spouse.

5.3.2 Leaves of Absence with full pay shall be granted for a period of time not to exceed five (5) consecutive working days because of a life threatening critical illness that affects the employee's spouse, child, brother, sister, parent or legal guardian.

5.3.3 The Employer may require a medical certificate under Clause 5.3.2 at its discretion.

5.3.4 In any one school year, not more than twenty (20) days paid leave for combined critical illness and death as per Clauses 5.3.1 and 5.3.2 shall be granted.

5.4 COURT LEAVE

5.4.1 Leaves of Absence with full pay shall be granted to an employee who is required to serve on a jury or is subpoenaed to appear in the courts as a witness, other than for personal business, provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the employee from the courts is remitted to Wild Rose School Division. All employees shall submit a copy of the subpoena to their supervisor prior to such leave being utilized.

5.5 PERSONAL LEAVE

5.5.1 Leaves of Absence (pro-rated as per FTE), with full pay shall be granted to an employee for personal reasons, up to five (5) days per school year, provided a written request has been approved by the employee's supervisor prior to such leave being utilized.

6. MATERNITY & PARENTAL LEAVE

6.1 The Employer will administer Maternity and Parental Leave in compliance with the provisions of the current Employment Standards Code of Alberta, and any regulations made thereto.

6.2 The health related portion of each employee's maternity leave shall be as determined by medical documentation, in accordance with sick leave provisions.

6.3 The Employer has implemented a Supplemental Unemployment Benefits (SUB) Plan that will pay 100% of salary during the health related portion of maternity leave. All employees shall be required to access the SUB Plan during the health related portion of their maternity leave. The SUB benefit shall replace sick leave and the employee shall have no access to sick leave benefits while on maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay. SUB shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. Notwithstanding the above, in the event that the claim falls during a period in which an employee would not normally have worked, the employee shall not be entitled to payment of any additional SUB payments and benefits during this period. The Employer shall advise each employee to apply for extended disability benefit at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of sickness the employee shall apply for extended disability benefits and no further salary or SUB shall be payable by the Board.

6.4 Upon notification by the employee, an employee shall be granted one (1) day paternity leave with pay to attend the birth of his child or to take custody of an adopted child.

7. VACATIONS AND GENERAL HOLIDAYS

- 7.1 Vacations shall be granted to all employees on the following basis:
- 7.1.1 After one (1) year of continuous service or more be given fifteen days (15) annual vacation leave with pay.
 - 7.1.2 After five (5) years of continuous service be given sixteen days (16) annual vacation leave with pay, increasing by one day (1) for each following year of service, until the employee reaches twenty-five days (25) of annual vacation leave with pay.
 - 7.1.3 After twenty five (25) years of continuous service or more be given twenty seven (27) days of annual vacation leave with pay.
- 7.2 When an employee is absent on unpaid leave for a period greater than thirty (30) calendar days , no vacation credits shall be earned by the employee .
- 7.3 For the purpose of Clause 7 in respect to vacations and vacation pay a year of service shall be defined as the twelve (12) month period following the date of employment.
- 7.4 In the case of an employee who leaves the employ of Wild Rose School Division who has one (1) or more years of continuous service with the division and he/she re-enters the employ of Wild Rose School Division, his/her service will be recognized in determining the appropriate vacation entitlements as per Clauses 7.1; provided however, that the employee re-enters employment within a period of two (2) years.
- 7.5 An employee shall have the right to carry over any unused vacation entitlement to a maximum ten (10 days) entitlement.
- The following timeline will be followed in order to help employees reduce their banked time to ten (10) days:
- By August 31, 2018 - banked time must be reduced to not more than 24 days
 - By Aug 31, 2019 - banked time must be reduced to not more than 17 days
 - By Aug 31, 2020 - banked time must be reduced to not more than 10 days
- 7.6 An employee shall not take vacation leave without prior written authorization from the appropriate supervisor.
- 7.7 Under the Employment Standards Code, the following comprise the General Holidays:
- New Year's Day
 - Remembrance Day
 - Good Friday
 - Christmas Day

- Victoria Day
- Labour Day
- Canada Day
- Thanksgiving Day
- Alberta Family Day

Wild Rose School Division declares the following as additional General Holidays:

- Boxing Day
- Heritage Day
- Easter Monday

7.7.1 Under no circumstances shall an employee work on a General Holiday unless written prior approval has been received from his/her supervisor.

7.7.2 If a named holiday specified in Clause 7.8 (excluding Remembrance Day) falls on a Saturday or Sunday, another day off in lieu of the holiday will be allowed by the employer.

8. LOCAL AUTHORITIES PENSION PLAN

8.1 All eligible employees shall participate in the Local Authorities Pension Plan as per Employer policy.

9. HOURS OF WORK

9.1 All Personnel

- a. The regular working day shall be seven and one half (7.5) hours from 8:00 a.m. to 4:30 p.m., with sixty (60) minutes for lunch.
- b. The regular working week shall be thirty seven and one half (37.5) hours from Monday to Friday.

9.3 Summer Hours

Summer hours may be implemented, at the discretion of the Superintendent.

10. OVERTIME

10.1 Overtime requires prior approval by the employee's immediate supervisor. Overtime will not apply to salaried employees, only to hourly paid employees.

10.2 Eligible employees who work hours in excess of their regular full time schedule; eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the regular rate of pay.

10.3 Eligible employees may request that overtime hours be banked and taken as time off in lieu. Each hour of overtime shall be taken on an hour for 1.5 hour basis. A request to take time off in lieu shall be made prior to the commencement of working any overtime. Unless an employee agrees, no employee shall be required to take time off in lieu of overtime.

10.4 Eligible employees may bank up to one (1) week's worth of overtime.

11. PROBATIONARY PERIOD

11.1 The probationary period for all new employees shall be six (6) months from the date employment commenced.

11.2 If a salary adjustment is linked to an employee completing his/her probationary period, the effective date of such salary adjustment shall be the first day of the month following the probationary period.

11.3 A probationary employee may be terminated at any time during the employee's probationary period, without notice, for just cause or unsuitability, and without recourse.

11.4 The employee's supervisor shall provide a performance appraisal of each probationary employee at least once during the employee's probationary period.

12. GENERAL

12.1 Each employee shall be paid as follows:

- a. On the twenty-fifth (25) day of each month, or;
- b. the last banking day prior to the twenty fifth (25) day of the month.

12.2 Each employee shall record;

- a. Hours of work each day, recorded daily
- b. Sick leave days
- c. Leaves of absence
- d. Vacation periods - on the appropriate forms and submit them to their supervisor for approval and forwarding at the required times to the Division Office.

12.3 All supervisors shall grant each of his employees an unpaid rest period of at least one-half (1/2) hour during each shift in excess of five (5) consecutive hours of work.

12.4 Each employee shall ensure the accuracy and completeness of required forms prior to signature of his/her immediate supervisor and submission to the Division Office.