

# Employee HANDBOOK

for Exempt Staff

**Includes:**

**All employees not currently part of the ATA, CUPE 4306 or CUPE 37**



# CANADIAN ROCKIES SCHOOL DIVISION

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# CANADIAN ROCKIES SCHOOL DIVISION

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## VISION STATEMENT

Creating a better world through transformational education that celebrates nature, diversity, and well-being.

## MISSION STATEMENT

Inspiring the hearts and minds of every student.

## BELIEF STATEMENTS

We believe student learning thrives when:

- 1) The needs of students are recognized and come first.
- 2) Each student's knowledge, skills, attributes and interests are identified and developed.
- 3) The learning environment is physically and emotionally safe and secure.
- 4) Opportunities are provided for challenge, discovery, action and reflection.
- 5) Each school and the district as a whole function as a Professional Learning Community – engaged together in ongoing learning.
- 6) Parents are well informed and have meaningful opportunities to participate in their child's education.
- 7) There are healthy connections between the schools and their communities.
- 8) Relationships between the board, staff, students, and community model mutual respect and support.

## MANAGEMENT RIGHTS

The effective date for salary adjustments is September 1 of every year. Changes to the provisions of this handbook are at the discretion of the Board of Trustees and senior management of Canadian Rockies School Division.

All provisions of this handbook shall be applicable to part-time employees on a prorated basis, and they shall receive only the portion of any applicable provision that the period of actual service in the years bears to a year of full-time service.

## WORKPLACE ORIENTATION

It is the responsibility of the employee's immediate supervisor to provide job orientation. This includes, but is not limited to, explaining duties and responsibilities of the job, departmental rules, physical layout of the building, and introducing the employee to co-workers.

- Tour of the schools or board office / map of the schools
- Work hours
- Employee handbook
- Emergency procedures
- Staff meeting attendance
- Dress code
- Committee /funds contributions
- CRPS website – Administrative Procedures
- Introduction to the Works Program and the Respect in the Workplace program

## CONDITIONS OF EMPLOYMENT AND VOLUNTEER (AP 402)

### Background

The Division believes that it has a duty to establish a safe and secure learning environment for all children. In order to facilitate this goal, the Division believes that all staff and volunteers working with students must themselves be above reproach. Accordingly, the Division requires employees and volunteers of the Division to meet the highest standards of public service. Employees and volunteers are expected to:

1. Provide a high standard of professional and personal performance.
2. Behave in a manner which recognizes they are role models for students.
3. Respect the confidential nature of sensitive information their roles expose them to in relation to staff, students, and their families.

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4. Be willing to change assignments (for which they are qualified or interested) for reasons of personal professional growth or to meet the needs of the Division.
5. Be free of conflict of interest in the provision of goods and services to the Division.
6. Upon request, employees are expected to provide evidence of a healthy physical and mental well-being.

### Procedures

1. Employment will be confirmed upon receipt of the following documents from the new employee:
  - a. Satisfactory proof, at the Division's discretion, that the employee has not been the subject of a charge or conviction under the Criminal Code, Narcotic Control Act, Food and Drug Act.
  - b. An intervention record check pursuant to the Child, Youth and Family Enhancement Act may be required. A Vulnerable Sector Check will be required.
  - c. Other forms as required.
2. Employees and Volunteers have a duty to report to their employer, any matter that may arise in relationship to those items set forth in items 1-3, 5 above.

### Bus Drivers

#### Spare Driver Roster Review

- The roster will be reviewed annually.
- Spare drivers in May of the current school year, must fill out a Google intent form that will be sent to them, indicating their intention for the next school year. This will include:
  - Your intention to remain on the spare driver list OR
  - Your request to be removed from the spare driver list for the upcoming school year
- At the time of the annual review, spare drivers may be removed from the roster if:
  - they have worked less than ten days in the current school year
  - they are frequently unavailable for work
  - or for other reasons deemed appropriate by the superintendent or designate

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## PAYROLL

Within your payroll package, which you will receive from the CRPS Payroll Administrator, you will find all the necessary forms that need to be completed in relation to setting up payroll.

### Payroll Schedule

Employees are paid on the third to last banking day of each month; the exceptions being December and March when employees are paid on the Friday before winter and spring breaks.

## CODE OF CONDUCT FOR NON-CERTIFICATED STAFF

Employees are expected to adhere to all administrative regulations and policies of the CRPS. Employees must maintain honesty and impartiality when carrying out their duties. An employee shall not, through direct or indirect dealing on behalf of the CRPS, place himself or herself in a position of conflict of interest or in a situation where there is a perceived conflict of interest.

All employees are expected to complete the Respect in Workplace programs within the first four months of employment and repeat the program every five years.

All employees are expected to complete the training modules that are part of the Division's Occupational Health and Safety program.

Employees are advised not to accept hospitality or gifts as such a practice could compromise the objectivity of the employee or give the perception that the employee's objectivity might be compromised.

All employees must adhere to the [CRPS Code of Conduct](#) and in particular [AP 401-1 Code of Conduct for Non-Certificated Staff](#)

The Superintendent or designate may terminate the employee's contract of employment at any time, without notice and without payment of salary in lieu of notice, or payment of any kind, for just cause. In a case of just cause, the employee may request a hearing with the Superintendent or designate.

Listed below are key general terms and conditions of employment that pertain to all employees.

### Confidentiality

Employees are required to maintain the security of all confidential information regarding the affair of the CRPS, its students, employees, clients and vendors. Confidential information includes anything not readily available to the public. Employees must not use such information for any personal gain.

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During the course of work, an employee may acquire information that is privileged information. All employees will:

- a. Be made aware during training of the code of conduct and principles of confidentiality by which they must abide.
- b. Treat all personal information regarding any student, parent or staff member whether read, overheard, observed or told directly, as confidential.
- c. Treat all information gathered as confidential, not only for the duration of service, but indefinitely after service is completed.

## **Limits of Confidentiality**

Employees will, where appropriate, ensure to the best of their ability that students are made aware of the limits of confidentiality.

- a. Confidential information may be shared with school staff for the purpose of guidance, debriefing or referral without the consent of the student.
- b. Confidential information will be shared with school staff and/or appropriate authorities (i.e. Child Welfare, Police) upon disclosure of abuse, self-harm, or intended self-harm without the consent of the student.
- c. Employees are encouraged to always use their best judgment and err on the side of caution.
- d. Confidential information regarding students, parents and staff members may be shared among staff for the purposes of maintaining the integrity of the school.

Employees will sign the confidentiality contract upon entry into service. The employee confidentiality contract states that the employee understands and agrees to abide by the principles and limits of confidentiality outlined herein and on the code of conduct.

## **Respectful Workplace**

The CRPS is committed to providing an environment that respects and promotes human rights and personal dignity. The CRPS recognizes the right of all employees to work in a respectful and safe work environment.

The CRPS provides a complaint resolution process whereby any CRPS employee can raise a concern or file a complaint in a safe and confidential manner. ([AP 401-1, 409](#))



## **Expectations and Obligations**

Employees are expected to focus their working time and attention to carrying out their assigned duties and responsibilities.

## **SUPPORT STAFF PROBATIONARY PERIOD**

In your new position, including within CRPS or as a re-hired CRPS employee, you shall complete a six (6) month probationary period.

During the probationary period, CRPS will assess the quality, completeness, accuracy, productivity, efficiency, prompt and regular attendance, overall character, judgment, loyalty, dedication, attitude, professionalism, and potential for your growth and development of the Employee within CRPS.

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Where CRPS deems your performance unsatisfactory during the probationary term (based on any of the factors set out in paragraph above, but recognizes opportunity for improvement, your probationary period may be mutually extended in writing for an additional six (6) months. In that event CRPS shall also outline the behaviours, skills (or otherwise) which require improvement prior to removal of the probationary status.

At the completion of the probation period, you and CRPS shall meet to discuss your progress. At that time one of three things will occur:

- i. your probationary period may be mutually extended in writing;
- ii. at the expiry of the probationary period, your employment with CRPS shall continue up to the contract expiry end date,; or
- iii. your probationary period will end (as set out below). For further clarity, CRPS reserves the right to reject your probationary employment at any time during the probationary period, including prior to the end of the probationary term.

Should CRPS deem that, at any time during your probationary period, you are not suitable for employment with CRPS, the employer may reject your probationary employment and bring your probationary contract to an end. In this instance, as a probationary employee you shall be strictly limited to the minimum notice requirements under the *Employment Standards Code*. For further clarity, in accepting employment with CRPS, you agree that the notice periods set out in the *Employment Standards Code* shall apply to your probationary period, that the same shall supersede any common law reasonable notice requirements you may have, and that upon satisfaction of the requirements under the *Employment Standards Code*, CRPS shall have satisfied any and all notice obligations to you in the event you are rejected on probation.

### **SUPPORT STAFF EVALUATION ([AP 450](#) and [452](#))**

New employees, offered regular employment, are subject to a six (6) month probationary period. If an employee is not proving satisfactory in their job, then they will normally be released during the probationary period. Appointment to the position may be confirmed upon the completion of the both the probationary period and a successful evaluation.

If a former employee is rehired at a later date, the probationary period will still apply and the former employee will be deemed to be a new employee.

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If a person on contract, or performing temporary/casual work, is offered regular employment the probationary period will apply from the date that regular employment began, not the date the contract or temporary /casual work began.

When an existing employee is appointed to a different position than that currently held, that employee will serve a trial of 12 months during which time suitability for the new position will be assessed.

## Operational Guidelines:

1. To the greatest extent possible, the evaluation of an employee's performance shall be conducted in an atmosphere of trust, confidence and support.
2. Each employee shall be informed of the expectations for their position and be given guidance and support in performing them satisfactorily.
3. During the probationary period a minimum of two evaluation meetings shall take place between the employee and the Supervisor; the first before the end of November and the second by the end of April. For an employee who starts at an odd time of the year the dates of the two visits shall be agreed upon by the two parties.
4. Employees shall be evaluated before the completion of a probationary period and annually.
5. All employees shall be made aware of the evaluation process and criteria prior to commencement of the evaluation.
6. All evaluations are to be completed in written form and considered confidential.
7. The employee shall receive a copy and have the opportunity to discuss the report.
8. An employee has the right to appeal an evaluation to the Superintendent of Schools through the established appeal procedures.
9. Employee performance provides one of the basis for making decisions regarding tenure, promotion or termination.

## Procedures

1. Each Supervisor shall provide the employee with a copy of the job description for the position.
  - a. Upon commencement and from time to time, the Supervisor shall review the job description with the employee.
  - b. The Supervisor shall clarify and delineate specific tasks or assignments as they arise.
  - c. The Supervisor shall identify areas for growth or clarify expectations on an ongoing basis.
2. All support staff shall have their performance evaluated.
  - a. Probationary employees shall receive an evaluation of their performance prior to their anniversary date.
    - i. The results of this evaluation will be used to either confirm the appointment of the employee or to let the term lapse.
  - b. Continuing employees, after successful completion of their probationary period, shall be evaluated periodically upon their request and/or at the discretion of their supervisor.

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3. Prior to commencing an evaluation, each Supervisor shall review and discuss the evaluation process and criteria with the employee. Criteria to be considered in the evaluation of a support staff employee's performance are:
  - a. Job Performance
    - i. Knowledge of work
    - ii. Productivity
    - iii. Quality of work
    - iv. Organization Skills
    - v. Initiative
    - vi. Resourcefulness
  - b. Work Habits
    - i. Attendance/Punctuality.
    - ii. Perseverance.
  - c. Work Relationships
    - i. Ability to take direction
    - ii. Effectiveness in directing others
    - iii. Capability to work with others
  - d. General .
    - i. Decisiveness
    - ii. Communication skills written/oral
    - iii. Aptitude
    - iv. Growth Potential
    - v. Attitude
4. The evaluation process for support staff shall include:
  - a. A review with the employee of the job description and specific tasks in which the employee is engaged.
  - b. An assessment by the Supervisor of the employee's performance.
    - i. Comments in respect of each of the criteria established.
    - ii. A statement indicative of the Supervisor's opinion on the employee's overall performance.
    - iii. Any recommendations for improvement along with specific timeliness.
  - c. This assessment shall be finalized and presented by the Supervisor to the employee for discussion.
    - i. The employee shall sign the report indicating receipt.
    - ii. A copy of this report shall be placed on the employee's personnel file.

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- d. Supervisory support to address areas for growth.
  - e. The opportunity for a reassessment on an employee's performance to occur should such performance be unsatisfactory and corrective action is required.
    - i. This assessment shall occur within three months of completion of the first evaluation.
5. An employee who wishes to appeal an evaluation must do so in writing to the Superintendent of Schools.
- a. The letter of appeal must be received within fifteen (15) days after receipt of the evaluation report.
  - b. The letter of appeal must state specific reason(s) consideration should be given to the appeal.
  - c. The Superintendent of Schools will review the evaluation report.
    - i. The Superintendent of Schools shall advise the employee of any subsequent actions as a result of the appeal within fifteen (15) days after receipt of the request.
      - 1. The Superintendent of Schools may rule the evaluation will stand or designate a third party to reassess the evaluation report.
6. When the results of the evaluation program conclude that a tenured employee's performance is less than satisfactory, the Superintendent of Schools may consider termination of the employment.

## HOURS OF WORK

The hours of work for regular, full-time, exempt employees is 35 hours per week or 1,820 hours per annum. In addition, such extra time as is required to fulfill the normal operational requirements of the position held is an expectation of all employees.

The regular working week for employees shall be Monday to Friday from 8:30 to 4:30 with one hour for lunch. It is recognized that some positions within the CRPS will require evening and weekend work. Where such is the case, this will be considered normal working hours and will not be viewed as overtime. Adjustments to the regular work week will be made to compensate for duties carried out at these times. In all cases changes from the regular work hours and times should be discussed with and approved by the person's immediate supervisor prior to its occurrence.

## Overtime

Employees may be requested to work in addition to regularly scheduled hours. All extra time is to have prior approval. Payment for overtime will be in accordance with [Alberta Employment Standards](#)

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Code- Holidays and Benefits. Overtime will not apply to salaried employees, only to hourly paid employees.

Employees not covered by contracts or agreements shall be granted the following benefits:

## **1. Annual Vacation ([AP 453](#)) (not applicable for Bus Drivers and Counsellors/Social Workers)**

- a. After one year of service employees shall be granted fifteen (15) working days' vacation.
- b. After eight years of service employees shall be granted 20 working days' vacation with pay.
- c. After twelve years of service employees shall be granted 25 working days' vacation with pay.
- d. Employees **are encouraged to** use full vacation entitlement within the year.
- e. Annual vacation should be scheduled at appropriate times and approved by the supervisor in advance. Whenever possible, vacation during peak work periods should be avoided.
- f. An accumulative maximum of five (5) days may be carried forward to the following calendar year. The maximum accumulated vacation days, beyond the annual entitlement, are twenty (20).

## **2. General Holidays**

- a. The Division recognizes the following holiday periods, where employees shall not be required to work and, if required to work, shall be paid time and one-half for these days: New Year's Day, Alberta Family Day, Good Friday, Victoria Day, July 1st, August Heritage Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. These days are paid according to the Alberta Employment Standards eligibility guidelines.
- b. If employees are not required to work on the above statutory holidays, then no additional time off or compensation shall be provided.
- c. If granted by the Board of Trustees, Division offices will be closed for the period of days between Boxing Day and New Year's Day inclusive.

### 3. Sick Leave ([AP 453](#))

Sick leave benefits are sponsored by the Division and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.

- a. Sick leave shall be granted to permanent employees on the basis of 1.5 working days per month. The unused portion of this sick leave in any year may be accumulated to a maximum of 90 calendar days.
- b. At the request of the Superintendent, a certificate from the employee's attending medical or dental practitioner may be requested when the absence is for a period of three or more days.

### 4. Other Leaves ([AP 453](#))

Additional leave for any other purpose, may be granted at the discretion of the Superintendent with or without pay.

### 5. Leave of Absences

Permanent employees may be granted leave of absence without pay at the discretion of the Superintendent for a period of less than one month.

Permanent employees may be granted a leave of absence without pay and benefits for periods of greater than one month at the discretion of the Superintendent or designate. At least one month prior to the end of the approved leave date, the employee must inform the employer, in writing, their intention to return or not to return to work. Failure to do so, will be taken as a resignation and the employee's term of work will be terminated on the last day of approved leave.

### 6. Maternity Leave

All employee groups follow the guidelines for maternity leave as set out in the Alberta Employment Standards Code.

### 7. Paternal Leave

All employee groups follow the guidelines for parental leave as set out in the Alberta Employment Standards Code.

## 8. Adoption Leave

All employee groups follow the guidelines for parental leave as set out in the Alberta Employment Standards Code

## 9. Welfare Benefits

The employer will provide benefits as offered through the Alberta School Employees' Benefit Plan.

## 10. Group Insurance

The employer will provide benefits as offered through the Alberta School Employees' Benefit Plan. All members appointed to 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.

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.

CRPS makes a contribution of 90% per month toward the total gross cost of the various premiums.

## TERMINATION OF CONTRACT

### Employee:

If an employee wishes to terminate their employment, two weeks notice in writing is required. You may terminate this term contract by providing thirty (30) days prior written notice of termination to CRSD.

### Employer:

If the Employer wishes to terminate the employment contract on a without cause basis, the employee shall only be entitled to the minimum notice of the termination of employment, or payment in lieu of such notice, required by section 55 of the *Employment Standards Code*, RSA 2000, c. E-9 and the Employment Standards Regulation, AR 14/1997 (as amended from time to time). For further clarity, the employee, by signing the offer of employment, agrees that this replaces any rights to any other period of notice that would be presumed, implied, or imputed by or at common law. To ensure clarity,



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in signing an offer of employment with the employer, the employee expressly agrees, (a) that the employee's entitlement to notice of termination of his/her employment on a without just cause basis is limited to the foregoing; and (b) that the employee shall have no further or other entitlement to notice of the termination of his/her employment, or payment in lieu of such notice, whether contractual, statutory or at common law.

In the event the employer wishes to terminate the employment relationship with the employee for just cause, which shall include any circumstances or breakdown of the employment relationship that would constitute just cause at common law, the employee shall not be entitled to notice of termination of employment. CRSD may terminate this term contract for just cause at any time, without notice and without payment of salary in lieu of notice, or payment of any kind.

CRSD has the right to discipline you during this contract. Such discipline includes the right to suspend you from your employment, either with, or without, pay for a specific period. The right to suspend is not intended to end your employment relationship with CRSD. CRSD also has the right to suspend your employment on a temporary basis in the event it is required to remove you from the workplace due to, but not limited to, workplace-related allegations or for investigative purposes.

CRSD may terminate your employment contract at any time without just cause by providing you with thirty (30) days' notice of termination or payment in lieu thereof of your base salary (subject to all required statutory deductions), or a combination thereof. In accepting this offer of employment, you understand and agree that in the event CRSD terminates this term contract without cause, the thirty (30) day notice period herein set out is reasonable and replaces and supersedes all and any common law reasonable notice entitlements and that there shall be no further entitlement to notice or compensation of any kind (including, but not limited to benefits) beyond the thirty (30) days of your base salary. For further clarity, if you are terminated without cause, you shall only be entitled to notice up to and including the end of your term contract if there are thirty (30) days remaining to the term contract expiry date.

You shall not be entitled to notice or payment of salary in lieu thereof:

- i. upon the expiry of this term contract;
- ii. in the event you resign from or terminate this term contract;
- iii. in the event you are terminated for cause.

Contracts may be terminated at any time by mutual agreement of the Parties.

## **PENSION PLAN ([AP 453](#))**

**(Not applicable to Bus Drivers and Casual Staff)**

### **Overview:**

The Local Authorities Pension Plan (LAPP) is a defined benefit pension plan designed for employees of school boards, municipalities, health boards, colleges and technical institutions in the province of Alberta.

Participation in the Local Authorities Pension Plan is a condition of employment for all eligible employees.

### **Retirement Considerations**

If you are considering retirement in the near future, please review the Retirement Information Booklet.

**Local Authorities Pension Plan Website** - [www.mvpensionplan.ca](http://www.mvpensionplan.ca) will give you access to your own personal information and allow you to run your personal pension estimates, optional (prior) service purchase estimates and much more. If you need assistance in signing up for this service please contact LAPP at 1-77-649-LAPP(5277).

For further information, please see the Local Authorities Pension Plan website - [www.lapp.ab.ca](http://www.lapp.ab.ca)

## **Technology Acceptable Use ([AP 140](#))**

### **Acceptable Use**

The following sections are to assist users to more fully understand the intent and scope of this Administrative Procedure. Failure to adhere to the Division Acceptable Use Agreement may result in the user's access being revoked by the local school administrator and/or the Division Network Administrator.

#### **a. Acceptable use includes:**

- i. Using the computer, network equipment or other electronic communication devices for classroom activities or projects; this may include connecting to other systems and computers through the Internet.

- ii. Sending and receiving e-mail related to school activities.
- iii. Personally accepting responsibility for all web sites and other materials accessed, downloaded, uploaded, viewed and/or produced and knowing that the content is to be appropriate for school use at all times.
- iv. Understanding that system administration personnel have access to all files at all times, including e-mail.
  - These files are monitored and may be viewed by Division administration and/or the RCMP.
  - The Division will cooperate fully with local, provincial or federal officials in any investigation related to any illegal activities conducted through the Division network or with Division-owned technology.
- v. Knowing that use of technology resources is a privilege – not a right.

## Definitions

**Anniversary Date** shall be the date on which an employee commenced employment with the CRPS or was appointed to their present position. After one (1) year of employment the anniversary date shall be adjusted backward to the first day of the month.

**Annual Earnings** shall be the total of wages earned in a 12-month period as determined by an employee's work schedule and letter of employment, plus annual vacation pay. Annual earnings shall be paid out over 12 monthly pay periods unless requested to be paid out over ten monthly pay periods.

**Casual Employee** shall mean employees filling a position made vacant due to temporary absence of a permanent employee for a period of less than twelve months.

**Employees** covered under this handbook include all employees which are not covered under a collective agreement or employment contract with the CRPS.

**Immediate Family** for the purposes of this handbook shall include the employee's spouse; children/stepchildren; and parents, grandparents and siblings of the employee or their spouse.

**Management** shall mean any of the following: Superintendent of Schools, Deputy Superintendent of Schools, Director of Learning Services, Director of Facilities, Learning and Innovation as provided for under any applicable statutes, by laws and or policies.

**Permanent Employees** are those who occupy permanently established positions that continue from year to year and who have successfully completed the probationary period.

**Probationary Employees** shall mean any employee who is filling a position and have not yet completed the probationary portion of their contract.