



Date: October 25, 2023 **Agenda Item:** 10.1
To: Board of Trustees
From: Shawna Warren, Superintendent
Originator(s): Lisa Lacroix, Associate Superintendent Human Resources
Governance Policy: [Policy 225: Role of the Board](#)
Additional Reference: General Employment Conditions
Assurance Domain: Governance

Superintendent Leadership Quality Standard (SLQS)

SLQS Competencies ([SLQS](#) / [Board Policy 700](#)):

Building Effective Relationships
School Authority Operations and Resources
Supporting Effective Governance

Subject: **General Employment Conditions**

Purpose:

For approval. Motion required.

Recommended Motion:

THAT the Board of Trustees approve the changes to the General Employment Conditions as presented at the October 25, 2023, Public Board meeting.

Background:

A review of the General Employment Conditions has been conducted by Administration. The majority of these modifications are of an administrative nature designed to enhance the clarity and functionality of the existing document.

The Division's Emergency Response Plan, on occasion, requires the activation of the Crisis Response Team. This team plays a pivotal role in responding to critical incidents which demand immediate attention such as death or personal injury, or natural disasters. This team provides immediate, short-term intervention and support for SPS students, families and/or staff. The emotional and physical toll on its members is considerable. In recognition of this, Administration proposes the introduction of Article 3.6 which permits the staff member to take a paid day off immediately following their involvement in the Crisis Response Team response provided it is a scheduled day of work. This addition aligns with the Board's commitment to maintaining a safe, caring and welcoming environment for all staff and aligns with other Division Collective Agreements.



Article 5.6 introduces an increase in the Health Spending Account allocation raising it from \$30 per month to \$37.50 per month. This change will bring the General Employment Conditions staff in alignment with other support employees within the Division.

Often, due to project demands and the need to minimize disruptions to staff and students, 12-month employees are unable to utilize their vacation during the summer months or other natural breaks in the operational school year. Currently, all vacation days must be utilized by August 31, with any unused days being paid out or requiring approval by the Superintendent to carry days forward to the new school year. To address this, proposed changes to Article 7.5.2 would allow 12-month employees to carry forward up to 5 unused vacation days if their work circumstances prevent them from taking their accumulated leave prior to August 31. It is important to note that these carried-forward days must be utilized by December 31 of the same calendar year and must be approved by their direct supervisor.

These proposed changes aim to enhance the well-being and working conditions of SPS staff.

Administration is prepared to respond to questions at the October 25, 2023, Public Board meeting.

Attachment(s):

1. General Employment Conditions



GENERAL
EMPLOYMENT
CONDITIONS





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1.0 General Provisions

Definitions

1.1 Full Time Employees

1.1.1 Twelve-Month Employee: an employee who is employed on a continuous basis for twelve (12) months per school year and works all hours per day as defined in 1.6.

1.1.2 Eleven-month Employee: an employee who is employed for eleven (11) months per school year and works all hours per day as defined in 1.6.

1.1.3 Ten-Month Employee: an employee who is employed for ten (10) months per school year and works all hours per day as defined in 1.6.

1.2 Part Time Employee

Is an employee who is hired for regularly scheduled shifts and whose hours of work are less than those specified in section 1.6 “Hours of Wwork” or who works less than all days per school year as defined in 1.1.

1.3 Term Employee

These include fixed term contract positions assigned at the discretion of the Superintendent for which there is a definite end date.

1.4 Casual Employee

Is an employee who is paid hourly and is employed on a periodic as-needed basis. A casual employee shall not have rights to benefits, promotion, transfer, layoff, or the Local Authorities Pension Plan.

1.5 Probationary Employee

Is an employee in any full time or part time position in the first 90 days of employment. During the probationary period, an employee may be terminated at any time and for any reason and shall not have any recourse.

1.6 Days and Hours of Work

1.6.1 Hours of Work

Hours of work will be one of the following:



1.6.1.1 Eight hours (8) per day, forty (40) hours per week

1.6.1.2 Seven hours (7) per day, thirty-five (35) hours per week

1.6.2 Ten-Month Employees work all the days worked by school-based employees. They receive the Spring Break, unless otherwise adjusted by mutual agreement between the employee and the supervisor. Their last day of work for the school year is the last day of work for school-based employees. Their first day of work is determined by adding the number of days required to reach 215 work days ~~to total up with school operation days and including statutory general holidays for the school year, and these days are worked immediately prior to commencement of the work year for school-based employees.~~ Health Professional staff total days inclusive of statutory general holidays is 210 days per school year.

1.6.3 Eleven Month Employees work a total of 222 work-days inclusive of statutory general holidays or 240 days inclusive of statutory general holidays per school year. The schedule is created by the Director Facilities and provided to the employees on the first day of work in August of each school year for the Custodial staff. ~~The Finance Director shall create the schedule for the Business Managers by the end of June of each school year for the upcoming school year.~~ Eleven Month Employees may not work during the Division Operational Calendar's Christmas break.

1.6.4 Time in lieu

Time in lieu will be earned and compensated in compliance with Alberta Employment Standards and as per Administrative Procedure-Practice 445 - Time-in-lieu: Central Office Staff GEC.

1.7 Increments

Increments shall be paid only upon the approval of the Superintendent contingent upon a favorable evaluation report from the employee's immediate supervisor. Employees may be eligible for an increment on the first day of the month following their anniversary date of employment in that position, provided the employee has worked a minimum of 190 days since the previous increment. If an employee is on any type of extended leave, the anniversary will be adjusted, and a new anniversary date will be established.



2.0 Sick Leave

The entitlement per day will be based on the number of hours worked per day at the time of the accident, sickness or disability.

2.1 Sick leave will accrue on a monthly basis at a rate of 1.5 days per month, to a maximum of 18 days per year, accumulative to a maximum of seventy-five (75) ~~work days~~workdays.

2.1.1 ~~Accruals~~Accrual for part time employees will be ~~prorated~~pro-rated.

2.2 Sick leave, with pay, shall be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability based on hours worked.

2.3 An employee granted sick leave shall be paid for the period of such leave at their basic rate of pay. The number of sick days paid shall be deducted from their accumulated sick leave, up to the amount of hours accumulated at the time the sick leave commenced.

2.3.1 After ninety (90) calendar days of continuous medical disability, if the employee qualifies based on [Alberta School Employee Benefits Plan \(ASEBP\)](#) approval, the Extended Disability [Benefit](#) plan shall take effect and no further sick leave shall be paid.

2.4 The Employer may require a medical certificate for any absence due to illness exceeding ~~tw~~threeo (32) days to be submitted to Human Resources. The Employer is entitled to require an independent examination of an employee by a doctor or dentist at any time and at its discretion.

2.5 Sick leave credits will not be accumulated during the time that an employee is in receipt of Extended Disability Benefits or leave of absence without pay greater than thirty consecutive calendar days.

3.0 Leaves of Absence

These provisions apply to all employees, excluding casual employees, upon application by the Employee and approval of the Employer.

3.1 Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, stepchild, foster child currently living in the employee's household or relation who is a member of



the employee's household shall be granted with full salary by the Employer as follows:

3.1.1 Up to and including four (4) days for critical illness;

3.1.1.1 The Employer may require a medical certificate (as per Clause 2.3) at its discretion.

3.1.2 Up to and including four (4) days in the event of death.

3.2 Up to two (2) days in the event of the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law or sister-in-law.

3.3 Leave with pay will be granted for up to one (1) day in the event of the death of an uncle or aunt.

3.4 In the event of a death of a relative referred to in 3.1 or 3.2 or 3.3 who resided further than five hundred (500) kilometers from the employee's home, one (1) additional day will be granted for travel.

3.5 Temporary leave of absence shall be granted as follows:

3.5.1 With pay:

3.5.1.1 Upon the recommendation of the employee's supervisor for days on which the employee is unable to reach the workplace from his or her residence because ~~of inclement weather~~ ~~impassable roads~~ ~~of inclement weather~~ and in accordance with ~~A~~Administrative Procedure 730: Sturgeon Public Schools Employee Absences/Leaves – All Staff;

3.5.1.2 For one (1) day to attend convocation at the post-secondary institution at which the employee or the employee's son, daughter or spouse is receiving a degree/diploma/certificate;

3.5.1.3 For one (1) day for the adoption of a child;

3.5.1.4 For one (1) day of paternal leave in the event of a birth;

3.5.1.5 For one (1) day for personal reasons. Upon approval of the immediate supervisor, unused days may be accumulated to a maximum of two (2) days;



- 3.5.1.6 For jury duty or any summons related thereto provided that the employee remit to the Employer any stipend (excluding allowances and/or expenses set by the court or other body);
- 3.5.1.7 For one (1) day for serving as a pallbearer;
- 3.5.1.8 For one (1) day in order to write an examination in an academic or professional course;

3.6 Employees who are required to participate in the deployment of the Crisis Response Team shall be granted, with full salary by the Employer, one operational day immediately following the completion of the deployment if this is a regularly scheduled day of work.

~~3.63.7~~ Additional leaves of absence may be granted by the Employer, with or without pay, at the discretion of the Employer.

~~3.73.8~~ All leaves shall be reported on Employee Self Service.

~~3.83.9~~ An employee may use up to five (5) days of her/his accumulated sick leave per school year in order to attend to the medical needs of her/his sick child, spouse, parent or other individual who resides in the employee's household.

4.0 Maternity and Parental Leave

4.1 Employees are entitled to maternity leave if they have been employed with the Division for at least ninety (90) calendar days. Maternity leave shall be granted under conditions specified below:

4.1.1 Subject to the Employment Standards Code, the maternity leave will begin at the discretion of the Employee. The Employee shall, whenever possible, notify the Employer of leave requirements six (6) weeks' in advance of the first date of leave. Such notice shall include the intended commencement date and the intended date of return. When possible, the commencement of the leave and the return to work shall be at natural breaks in the school year.

4.1.2 Maternity leave shall be unpaid for a maximum of sixteen (16) weeks.

4.1.3 The Employee may access unpaid parental leave for an additional sixty-two (62) weeks.



4.1.4 The Employee may terminate the leave at any time. The Employee shall give the Employer no less than four (4) weeks' notice, in writing, of the intended date of return.

4.1.5 The Employee shall provide a statement from her physician or Alberta-Certified midwife certifying she is pregnant and ~~giving~~ the estimated date of delivery.

4.1.6 Maternity leave shall be without pay except as provided in clause 4.1.7.

4.1.7 At the commencement of maternity leave, the Employee, providing she has at least twelve (12) months continuous employment at the time of commencement of the maternity leave, shall be eligible for one of the following options:

4.1.7.1 If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the Employee shall be placed on sick leave until such point as the Employee is eligible to apply for Extended Disability Benefits ([EDB](#)) with Alberta School Employee Benefit Plan ([ASEBP](#)). The sick leave may be paid or unpaid dependent on the sick leave balance for the Employee at the time of the absence. The Employee shall provide a medical certificate indicating that she is unable to work because of a medical condition.

4.1.7.2 If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the Employee shall choose either (a) or (b). Such choice shall apply until the Employee returns to work after the delivery.

(a) The Employee may access sick leave entitlement with pay as per clause 2.2 for the period of illness or disability;

(b) The Employer shall implement a supplementary unemployment benefits plan which shall provide Employees on maternity leave with 100% of their salary during the first eighteen (18) weeks of leave if approved for and receiving Employment Insurance benefits.

4.2 The Employer shall pay their portion of the employee's benefit plan premiums specified in Article 5 of this document during the paid illness or disability portion of their maternity leave.



4.3 An Employee returning from maternity leave shall be returned to a position no less favorable than her position at the time of the commencement of the leave.

4.4 Parental Leave

4.4.1 The Employer shall grant parental leave to the Employee if they have been employed by the Division for a minimum of ninety (90) calendar days in the following circumstances:

4.4.1.1 a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth;

4.4.1.2 in the case of an adoptive parent, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption;

~~4.4.1.24.4.1.3~~ 4.4.1.3 The date for return to work shall be mutually agreed between the Employee and the Employer prior to the commencement of this leave.

4.4.2 If both parents are Employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant personal leave to more than one Employee at a time.

4.4.3 Notice of Parental Leave

4.4.3.1 An Employee must give the Employer at least six (6) weeks of notice of the date the Employee will start parental leave.

4.4.3.2 Employees who intend to share parental leave must advise the Employer of their intention to share parental leave.

4.4.4 Notice of Resumption of Employment

4.4.4.1 An Employee who wishes to resume working on the expiration of a maternity leave or a parental leave shall give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and, in no event not later than



four (4) weeks before the end of the leave period to which the Employee is entitled, or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

4.4.4.2 Where an Employee is entitled to resume work under this Article, the Employer must (a) reinstate the Employee in the position occupied when maternity or parental leave started; or (b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.

4.4.4.3 An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at leave four (4) weeks written notice of intention to terminate employment.

4.4.4.4 Notwithstanding the foregoing, when staff reduction or program elimination is necessary, the Employer may place the Employee in a position of comparable nature at not less than the same wages and other benefits that had accrued to the Employee to the date that the leave commenced. With respect to staff reduction or program elimination, the Employee shall not have any advantage nor suffer any disadvantage as a result of having been on leave.

5.0 Payroll and Health Plan Benefit Deductions

5.1 The Employer agrees to make payroll deductions and to forward the proceeds to the proper authorities for the following purposes: group health, life insurance, dental, vision, and pension plans. The percentage of premiums payable by the Employer for those hired on a part time basis shall be ~~prorated~~ pro-rated.

Health Care Benefits

5.2 Participation in the Employer approved Health Care Benefit Program shall be a condition of employment for employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three [3] months duration. Benefits included are: Life, Extended Disability Benefits, Dental, Extended Health Care, and Vision.



5.2.1 The Employer shall pay 92% of the cost of premiums for the life insurance and extended disability plans that are in place.

- 5.3 Participation in the Employer approved Extended Health Care Plan shall be a condition of employment for employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three (3) months duration. An employee may waive participation by stating they have coverage through their spouse. The Employer shall pay 92% of the cost of the Extended Health Care plan premium.
- 5.4 Participation in the Employer approved Employee Dental Care Plan shall be a condition of employment for employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three [3] months duration. An employee may waive participation by stating they have coverage through their spouse. The Employer shall pay 92% of the cost of the premium.
- 5.5 Participation in the Employer approved Employee Vision Care Plan shall be a condition of employment for employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three [3] months duration. An employee may waive participation by stating they have coverage through their spouse. The Employer shall pay 92% of the cost of the premium.
- 5.6 The Employer shall provide for each employee, working twenty (20) hours or more per week in a permanent position or a temporary position greater than three (3) months duration, a Health Spending Account that adheres to Revenue Canada requirements.

The Health Spending Account shall be \$37.50~~30~~ per month, pro-rated if less than full-time. The account shall be used for the benefit of the eligible employee, the employee's spouse and his/her dependents.

Local Authorities Pension Plan

- 5.7 Participation in the Local Authorities Pension Plan, subject to eligibility requirements and following the Local Authorities Pension Plan agreement with the Employer, shall be a condition of employment. The Local Authorities Pension Plan agreement with the Employer commences upon permanent employment providing the employee works at least 30 hours per week.



6.0 General and Declared Holidays

6.1 All employees are entitled to the following general and declared holidays provided the relevant provisions of the Employment Standards Regulations are met:

General

Declared

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Alberta Family Day

- Easter Monday
- Civic Holiday
- Boxing Day

6.2 The operational year for Central Office ~~and Maintenance~~ employees shall be established by the Superintendent and communicated on an annual basis to all Central Office ~~and Maintenance Department~~ employees. The following shall apply:

6.2.1 That regardless of such holiday requirements included in clause 6.1, the Central Office will be open on all days that are operational school days and, on all days when school offices must be open, as approved by the Employer.

6.3 When a general holiday falls on a Saturday or Sunday an employee is thereby entitled to a day off in lieu of the holiday, and the Superintendent shall designate the day which shall be provided to the employee in lieu of the general holiday.

6.4 If a general holiday falls on a Tuesday or a Thursday, the Central Office will be closed on the immediately preceding Monday or following Friday respectively if these are not school operational days. The additional declared holiday shall apply to all regular employees who are subject to these General Employment Conditions.

6.5 Ten-Month Employees are eligible for statutory-general holidays as per the Alberta Employment Standards Code. They receive the same Christmas Break as school-based employees.



7.0 Vacations

7.1 The Employer provides annual vacation or vacation pay to all employees in accordance with Provincial legislation, and Division Policies/Administrative [Practices-Procedures](#) the latter which may be amended from time to time by the Employer.

7.2 Vacation – Twelve-Month Employees

7.2.1 Earned in each of years one [1] through eight [8] of continuous service - 1.25 days for each month of service to a maximum of fifteen [15] days per year

7.2.2 Earned in each of years nine [9] through fifteen [15] of continuous service - 1.67 days for each month of service to a maximum of twenty [20] days per year

7.2.3 Earned in each of years sixteen [16] through twenty-five [25] of continuous service - 2.08 days for each month of service to a maximum of twenty-five [25] days per year

7.2.4 After completing twenty-five (25) years of continuous service - 2.5 days for each month of service to a maximum of thirty [30] days per year

7.3 Vacation Pay – Ten-Month Employees and Hourly Paid Staff

7.3.1 Upon commencement, during first eight (8) years of service 6%

7.3.2 After completing eight (8) years of service 8%

7.3.3 After completing fifteen (15) years of service 10%

7.3.4 After completing twenty-five (25) years of service 12%

7.4 In situations of critical recruitment initiatives, the Superintendent may authorize variance from the provisions of either 7.2 or 7.3, without creating precedent for current or future employees.



7.5 Vacation Regulations

7.5.1 An employee shall not take vacation without prior written authorization from the appropriate supervisor.

7.5.2 Vacation shall be taken during the year in which it is earned. The vacation year runs from September 1 to August 31st.

A maximum of five (5) vacation days may be carried forward to the following vacation year if work duties prevent the employee from utilizing all vacation days in the current vacation year. Carried forward days must be utilized by December 31st of the current calendar year.~~upon the written approval of the Superintendent under exceptional circumstances.~~

7.5.3 An employee is entitled to use the number of days accumulated at any point in the year, subject to operational requirements.

7.5.4 If a paid holiday falls, or is observed, during an employee's vacation period, he/she shall be allowed an additional vacation day for each such holiday.

7.5.5 An employee earns vacation as follows:

7.5.5.1 During all days worked (including earned vacation leave).

7.5.5.2 While on sick leave for up to sixty (60) consecutive working days.

7.5.6 An employee shall not be paid cash in lieu of vacation earned except upon termination or as provided in a formal written contract of employment with the Employer.

7.5.7 All vacation days taken shall be reported in Employee Self Service.