

## **308 Personnel & Employee Relations AP – Human Resources Handbook**

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### **INTRODUCTION**

This Human Resources Handbook is developed from Prairie Rose Public Schools Personnel Policies and Procedures and constitutes the terms and conditions of employment for support staff in the division.

#### Exceptions:

Custodians who are members of CUPE Local 829 can reference the current Collective Agreement.

Bus Drivers can reference the Bus Driver Handbook.

### **SECTION 1 – DEFINITIONS**

#### **1.1 Full Time**

- Full time twelve-month employees work 35 hours per week or more for 12 full months of the year
- Full time ten-month employees work 35 hours per week or more for 10 full months of the year
- Educational Assistants who work 27.5 hours per week are classified as Full time
- Student Wellness Counsellor/Behaviour Consultant/Behaviour Intervention Specialist employees who work 37.5 hours per week are classified as Full time
- Maintenance/Journeyperson employees who work 40 hours per week are classified as Full time

#### **1.2 Part Time** employees are those who work less than 35 hours per week except for the following employee groups:

- Educational Assistants who work less than 27.5 hours per week are classified as Part Time
- Student Wellness Counsellor/Behaviour Consultant/Behaviour Intervention Specialist employees who work less than 37.5 hours per week are classified as Part Time
- Maintenance/Journeyperson employees who work less than 40 hours per week are classified as Part Time

#### **1.3 Probationary** employees are those employees who have not yet completed the defined probation period required to determine employee suitability based on the core competencies of the position for which they were hired.

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- 1.4 **Continuous** employees have ongoing assignments (i.e. no end date) and shall be regarded as probationary for 6 calendar months (not including July and August for school-based administrative assistants and librarians).
- 1.5 **Term** contract employees have an assignment with a start date & end date and shall be regarded as probationary for 90 school days or 3 calendar months (not including July and August).
- 1.6 **Permanent Status** is reached when an employee has successfully completed their probationary period and has a Continuous assignment.
- 1.7 **Casual** employees are those who are called in occasionally to replace an absent employee or to supplement regular staff coverage.

**SECTION 2 – CONDITIONS OF EMPLOYMENT**

**2.1 Wages/Salaries/Expenses/Allowances**

- 2.1.1 The hourly rate or annual salary will be determined by the employee's job classification and years of employment in accordance with the wage or salary grids approved by the Board in the annual budget.
- 2.1.2 On September 1 or February 1 following the first full year of service, and each September 1 or February 1 thereafter, an employee's rate of pay will be advanced to the next step on the applicable wage or salary grid.
  - i) An employee's rate of pay shall not advance during leaves of absence without pay.
- 2.1.3 Student Wellness Counsellors (SWC) shall be reimbursed in accordance with the expense policy of the Board adopted from time to time in respect to payment of expenses and within budget allocations. If there is the potential for carpooling and the SWC opts to take their own vehicle (PD, for example), they will be reimbursed for fuel only upon submission of gas receipts.
- 2.1.4 Computer Technicians who travel to schools on a weekly basis will be paid a Non-Taxable Meal Allowance of \$30 per month.

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- 2.1.5 Maintenance/Journeyperson Employees will be paid a Non-Taxable Meal Allowance of \$30 per month.
- 2.1.6 Computer Technicians & Maintenance/Journeyman employees (with 6 months service) who require approved safety footwear will be provided with an annual Non-Taxable Safety Footwear Allowance of \$125. A receipt showing proof of purchase must be submitted for reimbursement up to the limit of the allowance. Employees may carry forward the unused portion of the boot allowance (to a maximum of one (1) year's allowance) into the following year.

**2.2 Hours of Work – School-Based Employees**

- 2.2.1 Employees may receive one (1) fifteen (15) minute paid break during the scheduled workday at the discretion of the school administrator, dependent upon the length of the workshift, student needs, and scheduling logistics.
- 2.2.2 All employees working over 5 hours per day shall receive one (1) thirty (30) minute unpaid lunch break during the scheduled workday.
- 2.2.3 Hours of work shall not normally exceed thirty-five (35) hours per week.

**2.3 Hours of Work – Division Office Employees**

- 2.3.1 Employees shall normally receive two (2) fifteen (15) minute paid breaks during the scheduled workday at the discretion of the immediate supervisor.
- 2.3.2 Employees working over 5 hours per day shall receive one (1) sixty (60) minute unpaid lunch break during the scheduled workday.
- 2.3.3 The normal hours of work shall not exceed thirty-five (35) hours per week with the exception of employees in the Maintenance Department.
- 2.3.4 The normal hours of work for employees in the Maintenance Department shall not exceed forty (40) hours per week and are subject to an Averaging Arrangement as per Article 2.4.4.

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**2.4 Hours of Work – Central Maintenance Employees**

- 2.4.1 Full time maintenance employees work 40 hours per week.
- 2.4.2 Part time employees are those who work less than 40 hours per week.
- 2.4.3 Employees will be regarded as probationary for the first six (6) months of employment.
- 2.4.4 As per Alberta Employment Standards, the hours of work for this group of employees will be scheduled as per the current Averaging Arrangement. The typical one-week cycle will include four (4) ten (10) hour days.
- 2.4.5 See Appendix “A” for a link to Averaging Arrangements.
- 2.4.6 Employees who’s normal 40-hour workweek is completed in four (4) days may be called in for emergent situations on the fifth (5<sup>th</sup>) day.
- 2.4.7 Employees will be provided with a fifteen-minute break each morning and afternoon.

**2.5 Hours of Work – SWC, Behaviour Consultant, Behaviour Intervention Specialist**

- 2.5.1 Full time employees are those who work 37.5 hours per week.
- 2.5.2 Part time employees are those who work less than 37.5 hours per week.
- 2.5.3 The standard workday for full-time and part-time is 7.5 hours per day, not including lunch but including travel if it is further than their regular work site.
- 2.5.4 Employees are entitled to one (1) 30-minute unpaid break following each consecutive five-hour work period. Upon mutual agreement between the employee and supervisor, the 30-minute break can be split into two 15- minute breaks.
- 2.5.5 Employees will be regarded as probationary for the first year of employment, not including July and August.

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- 2.5.5 Employment will be based on ten (10) months per year, consistent with the school-year calendar, unless otherwise specified.
- 2.5.6 Employees shall be employed as indicated in an annual letter of understanding.

**2.6 Overtime – School Based Employees**

- 2.6.1 All overtime must be authorized in advance by the employee's immediate supervisor. Overtime hours worked must be for emergent situations only.
- 2.6.2 Hours worked by an employee in excess of eight hours (8) per day or forty-four (44 hours) per week shall be considered overtime and will be paid or banked at a rate equal to 1.5 times the employee's regular rate of pay for such work.
- 2.6.3 An employee who is "called in" and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at the employee's regular rate. Additional related duties may be assigned to cover the three-hour period. The employee shall be paid from the time the employee arrives at their assigned place of work.

**2.7 Lieu Time/Extra Time – School Based Employees**

- 2.7.1 Lieu time is defined as additional hours worked above the employee's daily or weekly scheduled hours that do not qualify as overtime.
- 2.7.2 All additional hours worked should be requested and authorized by the employee's immediate supervisor prior to the extra time being worked.
- 2.7.3 Employees have the option to be paid for additional hours worked in the current pay period or bank the additional hours worked.
- 2.7.4 Each hour worked shall be banked at a rate of 1:1 (regular pay) to be taken at a later date.
- 2.7.5 Lieu time must be used during non-critical times in the school day/school week in order to avoid additional costs to the applicable budgets (i.e. School or Maintenance).

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- 2.7.6 Time-in-lieu days off during the school year for school-based employees are limited to five (5) instructional days.
- 2.7.7 Lieu time may be approved to extend Christmas break, Family Week break, Spring break or Summer break with prior approval by the Superintendent or Designate.
- 2.7.8 Custodian Employees must use accumulated lieu time before paid vacation leave is taken.
- 2.7.9 An employee's lieu time bank must not exceed the number of hours assigned to the employee during their regular work week.
- 2.7.10 The lieu time bank must be zeroed according to the following schedule:

- 10-month employees - by June 30 of each year. Remaining banked lieu time hours as of June 30 of each year will be paid out at the regular hourly rate.
- 12-month employees (Custodians) - by the end of the fiscal school year (August 31). Remaining banked lieu time hours as of August 31 of each year will be paid out at the regular hourly rate.

**2.8 Overtime – Division Office Employees**

- 2.8.1 All overtime must be authorized in advance by the employee's immediate supervisor. Overtime hours worked must be for emergent situations only.
- 2.8.2 Hours worked by an employee in excess of eight hours (8) per day or forty-four (44 hours) per week shall be considered overtime and will be banked at a rate equal to 1.5 times the employee's regular rate of pay for such work.

**2.9 Lieu Time/ Extra Time – Division Office Employees**

- 2.9.1 Lieu time is defined as additional hours worked above the employee's daily or weekly scheduled hours that do not qualify as overtime.

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- 2.9.2 All additional hours worked should be requested and authorized by the employee's immediate supervisor prior to the extra time being worked.
- 2.9.3 Employees have the option to be paid for additional hours worked in the current pay cycle or bank the additional hours worked.
- 2.9.4 Lieu time can be banked and used at a later date as time off at a rate of 1:1 with regular pay.
- 2.9.5 Lieu time must be used during non-critical times in the work week.
- 2.9.6 Accumulated lieu time must be used before paid vacation leave is taken.
- 2.9.7 An employee's lieu time bank must not exceed the number of hours assigned to the employee during their regular work week.
- 2.9.8 The lieu time bank must be zeroed by the end of the fiscal school year (August 31). Remaining lieu time bank hours as of August 31 of each year will be paid out at the regular hourly rate.
- 2.9.9 The following agreement for banking of lieu time applies to Full-Time Division Office employees only:

The office will be open Monday to Thursday and closed Fridays, beginning the first full week after school ends in June and ending prior to the first full week before school starts in September, as determined by the Superintendent. Hourly employees will earn time off with pay for the Fridays the office is closed by taking a 45-minute lunch break (rather than a 60-minute lunch break) from September to August.

Please note: The additional 15 minutes worked is not considered overtime and will be considered as a time in lieu to account for the seven (7) Friday workdays taken off during the summer.

**2.10 Overtime – SWC, Behaviour Consultant, Behaviour Intervention Specialist**

- 2.10.1 On occasion, SWC employees facilitate programs outside of their regular workday. These programs are funded through other agencies than FCSS and

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PRPS budgets. These additional hours are to be paid out in the current pay period at the employee's calculated regular hourly rate.

2.10.2 Hours worked in excess of eight hours (8) per day or forty-four (44 hours) per week shall be considered overtime and will be banked at a rate equal to 1.5 times the employee's regular rate of pay for such work.

**2.11 Lieu Time/Extra Time – SWC, Behaviour Consultant, Behaviour Intervention Specialist**

2.11.1 Lieu time is defined as additional hours worked above the employee's daily or weekly scheduled hours that do not qualify as overtime.

2.11.2 Lieu time can be banked and used at a later date as time off at a rate of 1:1 with regular pay.

2.11.3 All additional hours worked should be requested and authorized by the employee's immediate supervisor prior to the extra time being worked.

2.11.4 Lieu Time must be used during non-critical times in the school day/school week.

2.11.5 Lieu Time may be approved to extend Christmas break, Family Week break, Spring break, or Summer break with prior approval by the Superintendent or designate.

2.11.6 An employee's Lieu Time bank must not exceed the number of hours assigned to the employee during their regular work week.

2.11.7 The Lieu Time bank must be zeroed by the end of the school year (June 30). Remaining lieu bank hours as of June 30 of each year will be paid out at the regular hourly rate.

**2.12 Filling Vacancies**

2.12.1 Notices of employment opportunities for full time and part time positions shall be posted in Careers on the PRPS Division website if it is determined by the principal and PRPS Superintendent or designate that the vacancy will not be filled through internal restructuring.

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- 2.12.2 Notwithstanding 2.12.1, vacancies that occur mid-year in a school year may be filled by the principal, in consultation with the Superintendent, without providing notice of employment opportunities.
- 2.12.3 Employees re-hired will have their previous experience with the employer considered for placement on the grid and for vacation pay rates.
- 2.12.4 Employees re-hired on a casual basis, in the same job category will continue to be paid at the grid rate earned when last employed.
- 2.12.5 In determining the preference for filling vacancies, new created positions, and layoff & transfers, the following shall apply to SWC/BC positions:
  - I. When qualifications are met, and past performance is determined exemplary by the immediate supervisor and the Superintendent or designate, seniority shall be the deciding factor
  - II. Qualifications shall mean education, experience, knowledge, skills and overall ability to perform the functions of the specific position in question and suitability to work with the student population in question
  - III. The employer shall make the final determination
- 2.12.6 If any SWC/Behaviour Consultant position needs to be cut due to funding issues or any other reason other than just cause, PRPS will give the SWC/Behaviour Consultant notice of such action before the end of May (following appropriate employment standards that may apply) prior to such cuts being implemented in the upcoming year.
- 2.12.7 Individual requests for changes to FTE, school assignments or notice for resignation for the next school year should be received by the Superintendent for the SWC/Behaviour Consultant program and/or the Deputy Superintendent April 30 prior to the next school year.

**2.13 Termination & Notice**

- 2.13.1 Employees will be provided with no less than fourteen (14) days' notice prior to a lay off due to a strike by Prairie Rose employees or a lockout by the employer.
- 2.13.2 If employment is less than 90 days, no notice is required by either party to terminate employment.

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2.13.3 An employee must give written notice of their intention to end their employment as follows:

- 1 week if employment was greater than 90 days but less than 2 years
- 2 weeks if employment was 2 years or more

2.13.4 As per Section 56 – Employment Standards Code:

**Employer's termination notice**

56 To terminate employment, an employer must give an employee written termination notice of at least

- (a) one week, if the employee has been employed by the employer for more than 90 days but less than 2 years,
- (b) 2 weeks, if the employee has been employed by the employer for 2 years or more but less than 4 years,
- (c) 4 weeks, if the employee has been employed by the employer for 4 years or more but less than 6 years,
- (d) 5 weeks, if the employee has been employed by the employer for 6 years or more but less than 8 years,
- (e) 6 weeks, if the employee has been employed by the employer for 8 years or more but less than 10 years, or
- (f) 8 weeks, if the employee has been employed by the employer for 10 years or more.

1996 cE-10.3 s56; 2017 c9 s38

**EMPLOYMENT STANDARDS CODE**  
**RSA 2000, c E-9**

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**2.14 Confidentiality**

- 2.14.1 Personnel in a school are often privy to information about students, their families, and other employees. This information is often shared with personnel based upon trust and respect and with the unstated expectation that it will be shared on a “need-to-know” basis only.
- 2.14.2 All support staff shall maintain confidentiality with respect to privileged information pertaining to students or their families, or other school employees.
- 2.14.3 All support staff hired will complete a Confidentiality Agreement as a condition of employment.
  - a) The original document, when signed and witnessed, shall be forwarded to Human Resources for placement in the employee’s file unless otherwise completed in the digital onboarding system.
  - b) The agreement shall remain in effect for the duration of employment with PRPS.
- 2.14.5 The disclosure of privileged information by an employee will be considered sufficient cause for immediate dismissal.
- 2.14.6 After consideration of all the circumstances of the disclosure of privileged information, the Superintendent will make the decision regarding the termination of an employee.

**SECTION 3 – EMPLOYEE BENEFITS**

**3.1 ALBERTA SCHOOL EMPLOYEE BENEFIT PLAN**

- 3.1.1 All employees working 15 hours per week or more shall be eligible for the following under the Alberta School Employees Benefit Plan (ASEBP) in accordance with the Plan provisions.

Extended Health Care Plan 1  
Life, Accidental Death and Dismemberment Insurance Schedule 2  
Extended Disability Benefit - Plan D

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Dental Plan 3

Vision and Hearing Aide Care Plan 3

Health and Wellness Spending Account

3.1.2 The Employer will contribute toward the monthly benefit premiums paid as follows *effective November 1, 2024*:

Extended Health Care	100%
Life, A D&D	100%
Extended Disability Benefit	100%
Dental Plan 3C	100%
Vision and Hearing Aide Care	100%

3.1.3 The Employer will contribute monthly credits to a Health and Wellness Spending Account (HWSA) as follows:

- \$300 per year for School Based employees
- \$375 per year for Division office employees
- \$600 per year for SWC, Behaviour Consultant, and all salaried Student Services employees

3.1.4 Part time employees who are eligible to participate will have their benefit premiums paid and HWSA credits contributed on a pro-rated basis.

3.1.5 Where there is a duplication of benefits because the spouse of an employee has the benefit plan or a similar plan, the employee may be exempted from the plan(s), with the exception of mandatory Life, Accidental Death and Dismemberment Insurance Schedule 2.

**3.2 PENSION & RRSP'S**

3.2.1 Permanent, continuous employees who work 30 hours per week or more must participate in the Local Authorities Pension Plan (LAPP).

3.2.2 Permanent, continuous employees who work fewer than 30 hours per week are not eligible to participate in LAPP.

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- 3.2.3 Eligible employees must successfully complete the six (6) month probationary period prior to becoming members of LAPP.
- 3.2.4 Notwithstanding 3.2.2 above, an employee who has previously participated in LAPP as a full-time, twelve-month, permanent, continuous employee and whose hours are reduced to less than 30 hours per week, but more than 20 hours per week, may choose to continue participation in LAPP.
- 3.2.5 Employees hired on a term assignment are not eligible to participate in LAPP.
- 3.2.6 As per 3.2.4 above, employees with permanent, continuous assignments, who move into a temporary position for a minimum of 12 months, may choose to continue participation in LAPP.
- 3.2.7 For the purpose of this handbook, pensionable salary is pay for the performance of regular duties, including vacation pay that is paid monthly. Overtime pay is not pensionable salary.
- 3.2.8 Employees who were participating in LAPP prior to regionalization (January 1, 1995) may continue to participate even though they may not meet the eligibility requirements as stated above.
- 3.2.9 The Board will provide an RRSP dollar amount (paid monthly) to SWC employees based on LAPP guidelines for pension plan contributions. Proof of the RRSP purchased for the dollar amount must be provided to the payroll department.

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**SECTION 4 – VACATION/HOLIDAYS**

**4.1 Vacation**

4.1.1 Vacation pay for 10-month school-based employees will be calculated on the following basis as a percentage of the employee's gross earnings:

<b>Years of Service</b>	<b>Vacation Pay</b>
0 – 5 years completed	4%
Year 6 – 10 years completed	6%
Year 11 – 15 years completed	8%
Year 16 +	10%

4.1.2 Vacation pay will be paid to full or part time, ten-month school-based employees by the following method:

- calculated on each pay cheque as a percent of each month's gross earnings
- The default method of paying vacation pay is **monthly**. Employees must indicate, in writing to the Payroll Department if they would like the vacation pay to be paid **once each year in May**. This request for a change in the method of payment of vacation pay must be received by Payroll no later than September 15 of the current year.

4.1.3 Twelve-month School Based employees will earn annual vacation leave with pay as follows:

<b>Years of Service</b>	<b>Vacation</b>
0 – 5 years completed	2 weeks
Year 6 – 10 years completed	3 weeks
Year 11 – 15 years completed	4 weeks
Year 16 +	5 weeks

- Vacation leave is allocated to the employee on a monthly basis. At the end of a year of service, the total vacation accrued would equal the totals in each category (shown above).

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4.1.4 Division office employees will earn annual vacation leave with pay as follows:

Years of Service	Vacation
0 – 2 years completed	2 weeks
Year 3 – 8 years completed	3 weeks
Year 9 – 15 years completed	4 weeks
Year 16+	5 weeks

- Vacation leave is allocated to the employee on a monthly basis. At the end of a year of service, the total vacation accrued would equal the totals in each category (shown above).

4.1.5 Vacation pay for casual employees will be calculated on each pay cheque at a rate of 4% of that month's gross earnings.

4.1.6 For vacation purposes, the vacation anniversary date is defined as the date of employment.

4.1.7 Vacation days earned by an employee will be granted to the employee at the end of each month and will normally not be authorized prior to being earned.

4.1.8 If an exception is made to authorize paid vacation prior to such time being earned and the employee leaves the Division for any reason before such time is earned, the Division will deduct the vacation overpayment from any and all monies paid to the employee on their final pay until the overpayment has been reimbursed to the Division.

4.1.9 If an employee is inadvertently provided paid vacation beyond their current entitlement, this unearned vacation provided in error will be deducted from the subsequent year's vacation entitlement and if the employee leaves the Division for any reason before such time is earned, the Division will deduct the vacation overpayment from any and all monies paid to the employee on their final pay until the overpayment has been reimbursed to the Division.

4.1.10 Employees are required to submit notification through atrieveERP (Employee Self Service menu) of their intent to take vacation time at least four (4) weeks in advance. Notification must include departure date, return-to-work date, and the number of vacation days or weeks required.

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4.1.11 Vacation leaves during the school year for school-based employees are limited to five (5) instructional days.

4.1.12 If a mutually acceptable time for the employee's vacation cannot be found or an employee chooses not to schedule their vacation, the Division may exercise its right to decide on the time. In this situation, the employee will be provided at least two weeks' notice in writing of the start date of their vacation. The employee must take their vacation at that time.

4.1.13 Annual vacation shall be taken each fiscal year ending August 31 for the total number of days earned except for the following:

- a) Employees may carry forward a maximum of one (1) week of vacation at the end of each fiscal year. For employees at less than full time, this is pro-rated based on the employee's FTE.
- b) Employees may request approval to their supervisor to defer a maximum of two weeks' vacation to the next fiscal year where an employee has pre-planned and scheduled an extended vacation. This additional week deferral must be used by November 30<sup>th</sup> of the following fiscal year.

4.1.14 Vacation will normally be authorized in one week increments unless the employee requests to take their vacation in shorter periods. This is permissible providing those periods are at least one-half of a regular workday.

4.1.15 Vacation pay will be paid to a 12-month employee when time-off is taken.

4.1.16 Vacation scheduling is the responsibility of department managers who will ensure that all employees are given their full vacation entitlement while considering the efficiency of the department.

4.1.17 Notwithstanding 4.1.14 above, requests for vacation leave in excess of four (4) consecutive weeks during the school year must be approved by the Superintendent.

4.1.18 Any conflict in vacation requests between employees will be decided based on employee seniority, Division priorities, and the judgment of the supervisor/manager.

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- 4.1.19 If a statutory holiday or a recognized holiday as per 4.2.1, occurs during an employee's vacation period, the employee is entitled to take off either the first scheduled working day after their vacation, or in agreement with the employer, another day before the next annual vacation (that would otherwise have been a workday for the employee).
- 4.1.20 If the employee is hospitalized while on vacation, the time from the date of the employee's hospitalization until the employee's doctor releases the employee may, at the employee's option, be claimed as sick leave rather than vacation time. Proof of hospitalization is required. If the employee becomes ill while on vacation but the employee is not hospitalized, the employee's absence is considered vacation time.
- 4.1.21 Employees who are on long term disability or Workers' Compensation for more than six (6) months will have their unused earned vacation paid out to them.
- 4.1.22 Employees may apply unused earned vacation immediately prior to the retirement date; however, no vacation is earned during that period.

**4.2 General Holidays**

- 4.2.1 Employees shall receive their average daily wage for the following statutory or general holidays provided they work their scheduled workday immediately preceding and the scheduled workday immediately following such holiday unless granted permission to be absent.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day (12- month employees only), Heritage (Civic) Day (12-month employees only), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day & Boxing Day

- 4.2.2 Payment for Labour Day will only apply to 10-month employees who work the days immediately prior to and following the holiday.
- 4.2.3 As approved by the Board and scheduled by the Superintendent, division office employees will receive four (4) days off with pay during the Christmas/New Year break and one (1) day off with pay during the Easter break.

**SECTION 5 – LEAVES**

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**5.1 Sick Leave**

5.1.1 Sick leave is defined as an absence from work and performance of regular duties due to an employee's illness, non-work-related injury, or quarantine through exposure to contagious disease. Routine medical and dental treatments are allocated to this section of the employment agreement.

5.1.2 Sick leave with 100% pay will be given to all full time and part time employees who are scheduled to work 15 hours per week or more, in accordance with the following schedule:

- in the first two years of employment with the Division, two (2) working days per month of service.
- following two full years of employment with the Division, a maximum of 90 school calendar days of continuous absences or 60 working days of intermittent absence per school year.

5.1.3 The following procedures are to be followed by the employee when accessing sick leave:

1. When a staff member is unable to report to work because of illness or injury, their supervisor must be notified as soon as possible on the first day of absence.
2. A medical note must be provided to Human Resources after an absence of 3 consecutive working days.
  - Official medical notes can only be provided by a medical doctor or dentist. It is the responsibility of the employee to cover the costs associated with obtaining medical notes.
3. In the case of an absence extending longer than one week:
  - i. Human Resources must be notified.
  - ii. The employee must keep his/her supervisor and Human Resources informed at reasonable intervals of his/her progress toward recovery and expected date of return to work. Employees are expected to notify their supervisor as early as possible of their return to work date.

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- iii. Prior to returning to work, a doctor's note must be provided to his/her supervisor and Human Resources if modified work duties will be required.
- 5.1.4 Frequent periods of sick leave may be reviewed to determine if the employee is medically fit to carry out their duties/responsibilities.
- 5.1.5 Where an employee has used up their paid sick leave available or does not have/is not eligible for sick leave coverage, he/she may request an unpaid leave of absence. Decisions regarding an unpaid leave of absence will be made after consideration of the individual's personal circumstances. If a leave is granted, the employee is responsible for the cost of benefit premiums for the duration of the leave.
- 5.1.6 The employer reserves the right to request an independent medical assessment at the employer's cost.
- 5.1.7 When an employee leaves the employ of the Division all sick leave shall be cancelled.

**5.2 Compassionate Leave with Pay**

- 5.2.1 For not more than five (5) regularly scheduled working days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the employee or spouse of the employee: spouse, child, parent, brother, sister, daughter-in-law, son-in-law or grandchild.
- 5.2.2 For not more than three (3) regularly scheduled working days due to the death of any one of the following legal relatives of the employee or the spouse of the employee: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew or any other relative who is a member of the employee's household.
- 5.2.3 For not more than one day (1) per occurrence, to a maximum of two (2) operating days per school year, to attend the funeral of anyone not previously identified in 5.2.1 or 5.2.2.

**5.3 Other Leaves with Pay**

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- 5.3.1 One (1) day in the event of the birth of an employee's child or the adoption of a child by the employee.
- 5.3.2 When unable to reach the school from their usual place of residence because of impassable roads and the absence is communicated to the Principal/Supervisor.
- 5.3.3 For jury duty or for attending for selection purposes, or any summons related thereto. The employee must remit to the employer any witness fee or jury stipend, excluding allowances and/or expenses, as set by the court or other body.
- 5.3.4 To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the employee. The employee must remit to the employer any witness fee or jury stipend, excluding allowances and/or expenses, as set by the court or other body.
- 5.3.5 Personal leave will be provided for not more than one (1) regular workday in any school year. Use of personal leave may be granted with the prior approval of the employee's immediate Principal/Supervisor.
- 5.3.6 Effective September 1, 2022, employees may carry forward a maximum of three (3) Personal leave days which can be accumulated to a maximum of four (4) days (three (3) carry forward plus one (1) current year), providing that the total number of personal leave days taken in any one school year not exceed four (4) days and providing that any days accumulated are not used prior to or following any statutory holiday without prior approval of the Principal/Supervisor.
- 5.3.7 Personal leave may be approved to extend Christmas break, Family Week break, Spring break or Summer break with prior approval by the Superintendent or Designate.

**5.4 Family Medical**

- 5.4.1 An employee is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer where such employee is absent:

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On application to the employee's direct supervisor, and subject to approval, an employee shall be granted up to two (2) days of leave of absence with full pay and benefits per school year for the purpose of obtaining necessary medical or dental treatment for members of the employee's immediate family. Immediate family shall be defined as the employee's spouse, child, parent or a relative under the care of the employee and residing on a full-time basis in the employee's household.

**5.5 Leaves Without Pay**

- 5.5.1 Leaves of absence without pay for periods up to five (5) days, for personal or professional reasons, may be granted with the prior approval of your direct supervisor.
- 5.5.2 Under exceptional circumstances, leaves of absence without pay and/or benefits for personal or professional reasons may be granted by the employer providing written application is made to the Superintendent at least 30 days prior to the commencement of the leave. Extended leaves for vacation purposes will generally not be granted.
- 5.5.3 Employees returning from leave without pay shall be reinstated in the same or comparable position with the same wages and benefits received prior to the leave.
- 5.5.4 It is understood by the employee and employer that other unpaid leaves without benefits are available to the employee as defined in the Employment Standards Code and Bill 17: *The Fair and Family Friendly Workplaces Act*.

**5.6 Maternity Leave/Parental Leave/Adoption Leave**

- 5.6.1 Employees shall have access to the employer's Supplementary Employment Benefit Plan for the health-related portion of the leave in accordance with the sick leave provisions of these guidelines and the terms of the SEB Plan – see Appendix B.
- 5.6.2 Employees returning from maternity or adoption leave shall be reinstated in the same or comparable position with the same wages and benefits received prior to the leave.



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**5.7 Other Job Protected Leaves**

5.7.1 Please refer to AB Employment Standards for more information on all Job-Protected Leaves not covered in this Handbook.

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**SECTION 6 – APPENDICES**

**Appendix A**

Averaging Arrangement: [Alberta Employment Standards Rules - Averaging Arrangements](#)

**Appendix B**

**SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB) PLAN**

**COVERAGE**

All female employees eligible for sick leave benefits covered under Article 5.1 are covered by the Supplementary Employment Benefit Plan.

**THE PLAN**

1. The Employer agrees to pay, during the health-related portion of maternity leave, upon the birth of the child, a Supplementary Employment Benefit which shall provide employees on maternity leave with an amount equal to 95% of the employee's normal weekly earnings. The Employer will also pay the portion of the employee's benefit plan premiums specified in the division policy, for the health-related portion of the maternity leave. Effective September 1, 2014, the SEB Plan will be increased to 100% of the teacher's normal weekly earnings. Support Staff employees will be deducted their benefit cost portion & PRPS will pay the remaining benefit cost, pro-rated on the employee's FTE.
2. This SEB Plan shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.
3. At the commencement of the employee's Employment Insurance entitlement the employee will receive the Employer portion of the Supplementary Employment Benefits.
4. The Employer agrees to pay the Supplementary Employment Benefits for up to thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.
5. The Employer shall advise the employee to apply for extended disability benefits (EDB) at least thirty (30) days in advance of her expected eligibility for such benefits. After ninety (90) consecutive calendar days of disability the employee shall apply for EDB benefits and no further salary, or Supplementary Employment Benefits shall be payable by the Employer.

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6. This plan will come into effect as of September 1, 1999.
7. Payments received under the SEB Plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

**Appendix C – Discrimination & Harassment – please refer to P103**

**Appendix D – Long Term Service Recognition**

1. Service awards will be presented for every five years of employment, commencing at the completion of the tenth (10<sup>th</sup>) year.
2. Years of service will apply to the employment within Prairie Rose Public School Division and with the jurisdictions which combined to form the Division, calculated as a combined total of years served.
3. Both full-time and part-time employees qualify for awards. When calculating the period of total service, there will be no differentiation between full-time and part-time service.
4. Employees on Job Protected Leaves as defined by AB Employment Standards are considered to be continuously employed for the purposes of calculating years of service.
5. Approved sabbatical leaves with pay will be included in total service.
6. Each partial month of employment will be granted as a full month when determining total service.
7. Time served on probationary status will be part of the calculation of total service.
8. Casual or substitute teacher employment will not be included in the calculation of total service.
9. Employees re-hired within 15 months of a lay-off or voluntary termination will have their previous experience with the Board considered in the calculation of service.
10. An employee will qualify for a service award in a year if the five-year increment of service occurred on or before August 31 of that year.

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11. Service awards will be presented to each qualifying employee by their respective Trustee, Superintendent or Designate, or Direct Supervisor, at a time suitable for all.
12. For long service recognition, all staff will receive a certificate and the following:
  - a) after 10 years – a gift card in the amount of \$50
  - b) after 15 years – a gift card in the amount of \$75
  - c) after 20 years – a gift card in the amount of \$100
  - d) after 25 years – a gift card in the amount of \$125
  - e) after 30 years – a gift card in the amount of \$150
  - f) after 35 years – a gift card in the amount of \$175
13. For those employees who are not retiring but are leaving the education system and have worked a minimum of 15 years with Prairie Rose Public School Division will be recognized at the Retirement Celebration. The decision to recognize this employee will be at the discretion of the Superintendent. Gifts under section 13 will apply.

**Retirement**

1. A social event will be held each spring to celebrate the service of the current year's retirees.
2. Upon retirement, employees will receive the following recognition of their continuous long service.
  - a) a certificate if employed less than 10 years.
  - b) a certificate and gift costing approximately \$150.00 for service of 10 to 19 years.
  - c) a certificate and gift costing approximately \$250.00 for service of 20 to 29 years.
  - d) a certificate and a gift costing approximately \$300.00 for service of 30 years or more.

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### **Appendix E – Non-Union Support Staff Grievance Procedures**

A non-union employee who has a complaint or a difference of opinion regarding the interpretation of written Division policies concerning wages, hours and working conditions must first discuss the problem verbally with the employee's immediate supervisor, making every effort to reach a suitable resolution of the problem.

While it is expected that most differences will be resolved amicably between the employee and their supervisor, it is realized that this may not always be accomplished.

An employee who, after discussing the concerns with their immediate supervisor, still believes that there has been a violation, misinterpretation or a misapplication of existing written Division policies concerning wages, hours and working conditions may use the following procedure to ensure a systematic and orderly method of presenting such concerns for review.

#### **Step I: Immediate Supervisor**

1. In the event the problem is not suitably resolved through discussion with their immediate supervisor, the employee may present the grievance, **in writing**, to their immediate supervisor (i.e. principal, custodial supervisor, department manager).
2. A **written grievance** must be presented to the immediate supervisor or their designated representative within fifteen (15) working days of its alleged occurrence to be considered a proper matter for this grievance procedure.
3. The **written grievance** shall be dated and signed by the employee and shall set forth the facts, including dates of the grievance and the remedy desired.
4. The immediate supervisor or designated representative shall investigate the allegations and will then answer the grievance in writing to the aggrieved employee within ten (10) working days of the receipt of the grievance.
5. In the event the immediate supervisor or designated representative does not answer the grievance in the prescribed time limit, the grievance may be appealed to the next higher step of this grievance procedure within ten (10) working days after the expiration of the applicable time limit.
6. In the event the answer of the immediate supervisor or designated representative is unacceptable to the aggrieved employee, the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within ten (10)

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working days after such answer shall be considered settled based on the written answer of the immediate supervisor or designated representative and shall not be subject to further appeal and/or review.

**Step II: Deputy Superintendent**

1. If the grievance is not resolved; the employee may refer the grievance in writing to the Deputy Superintendent indicating the reasons why the answer of the immediate supervisor or designated representative was unsatisfactory.
2. The Deputy Superintendent shall investigate the allegations and will then answer the grievance in writing to the aggrieved employee within ten (10) working days of the receipt of the grievance.
3. In the event the Deputy Superintendent does not answer the grievance in the prescribed time limits, the grievance may then be appealed to the next higher step of this grievance procedure within ten (10) working days after the expiration of the applicable time limit.
4. In the event the answer of the Deputy Superintendent is unacceptable to the aggrieved employee, the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered settled based on the written answer of the Deputy Superintendent and shall not be subject to further appeal and/or review.
5. Should the Deputy Superintendent be the employee's immediate supervisor, Step II would be referred to the Assistant Superintendent.

**Step III: Superintendent**

1. If the grievance is not resolved, the employee may refer the grievance in writing to the Superintendent, indicating why the written answer of the Deputy Superintendent was unsatisfactory and requesting a review by the Superintendent.
2. The Superintendent will, within fifteen (15) working days of the receipt of the grievance, request the Board Chair to appoint an Appeal Committee which shall consist of two members of the Board of Trustees and the Superintendent. The Appeal Committee shall be convened for the purpose of hearing the issue under dispute, reviewing, and deciding on the disposition of the grievance.

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3. The Appeal Committee shall meet within ten (10) working days of its appointment to hear the appeal and shall investigate the allegations. The employee may request approval to be accompanied at the appeal by representation. Representation may present the appeal for the employee but cannot answer questions on the employee's behalf. The Committee will then render its decision in writing to the employee after ten (10) working days of the completion of its investigation but no later than thirty (30) days after its first meeting. A majority decision by the Appeal Committee shall be final.