## THE PALLISER SCHOOL DIVISION

# HUMAN RESOURCES HANDBOOK

2023



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## INTRODUCTION

This Personnel Handbook is developed as a **guide** for all **Non-Union Staff** employed by Palliser School Division and therefore not covered by a collective agreement. The Employer reserves the right to amend the Human Resources Handbook from time to time. Please note that if there is a conflict between the terms and conditions outlined in this Handbook and the terms and conditions outlined in an employee's contract the contract will govern.

**Teachers** shall reference the current ATA Collective Bargaining Agreement, ATA Code of Conduct and the Teaching Quality Standards.

Caretakers, shall reference the Caretaker Handbook.

## **SECTION 1 – DEFINITIONS**

- 1.1 **Anniversary Date** shall be the date on which an employee commenced employment with the School Division.
- 1.2 **Annual Earnings** shall be the total of wages earned in a ten (10) month period for school based employees or a twelve (12) month period as determined by an employee's work schedule and letter of employment/contract, plus annual vacation pay or accrual. Annual earnings shall be paid out every second Friday commencing the 2023-24 school year.
- 1.3 **Casual Employees** shall mean employees filling a position made vacant due to temporary absence of a permanent support employee for a period of less than ten (10) months.
- 1.4 **Employees** covered under this policy include all employees who are not covered under a collective agreement or employment contract with the Palliser School Division.
- 1.5 **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.
- 1.6 Long-Service Increment (LSI) shall indicate the top on the applicable salary scale, which is the maximum salary for a designated position.
- 1.7 **Management** shall mean any of the following: Superintendent of Schools, Associate Superintendents and Secretary Treasurer as provided for under any applicable statutes, by-laws, procedures and/or policies.
- 1.8 **Maximum Salary** shall indicate the highest salary in a class that an employee is eligible to earn.
- 1.9 **Permanent Employees** are those who occupy permanently established positions that continue from year to year and who have successfully completed the probationary period.

- 1.10 Probationary Employees shall mean any employee who is filling a position and who has been employed by the Palliser School Division for a period of less than 90 days for school-based employees, Central Office administration support/Information Technology/Facilities/Transportation staff.
- 1.11 **Progression Rate** shall mean the different rates as indicated at the top of the salary scale which move progressively upward starting from a minimum and ending in a maximum for a salary grade.
- 1.12 **Review Date** shall mean the end of the probationary period. The review will include a performance and salary review and may be the date of any possible salary increment.
- 1.13 **Salary Scale** shall mean the salary scale or grid of the Palliser School Division which outlines the different salary rates for employee groups.
- 1.14 Years of service shall be determined by using the original date of hire of the employees' current contract, regardless of their full-time equivalency with Palliser School Division and legacy divisions. Employees must work at least five (5) months of a school term (September 1 to August 31) in order to get credit for one year. Substitute days/hours will not be included. Employees who have left the employ of the School Division and returned will have their previous years of service credited for the purpose of the Years of Service Award.

## **SECTION 2 – CONDITIONS OF EMPLOYMENT**

#### 2.1 - Hours of Work

- 2.1.1 An employee is entitled to one 30-minute paid or unpaid break after the first 5 hours of work for shifts that are between 5 and 10 hours long. Please see Employment Standards Alberta. <u>https://www.alberta.ca/hours-work-rest.asp</u>
- 2.1.2 A meal period of up to one (1) hour pending position shall be granted to each employee. Such a meal period is without pay unless otherwise authorized.

- 2.1.3 The normal hours of work per week for school-based employees shall not exceed thirty-seven and one-half (37.5) hours; Central Office administrative support staff shall not exceed thirty-five (35) hours; and Technology Services, Facilities Services, Payroll Services and Transportation Services staff shall not exceed forty (40) hours. e. Employees who have multiple roles with Palliser shall not work more than 40 hours per week. Actual times shall be determined by the immediate supervisor. The regular work week shall be Monday through Friday unless otherwise designated by management and or individual school site calendars.
- 2.1.4 All school-based employees will work according to a predetermined work schedule approved by principals and filed with the Human Resources Office before work commences in each school year. Central Office administrative support, Information Technology, Facilities and Transportation Department staff may have their hours of operation changed during the summer months (July and August), at the discretion of management.
- 2.1.5 Employees can work at job classifications outside their employee group classifications when those hours of work do not coincide or overlap the hours set out in the approved work schedule and do not create overtime.

## 2.2 - Extra Time/Overtime

2.2.1 Employees may be requested to work in addition to regularly scheduled hours. It is recognized that extra time is occasioned by an emergency situation which requires every employee's cooperation and participation to get the job done. All extra time is to have prior approval of their site supervisor and be logged in the Human Resources Platform Edsembli or another platform as designated by Palliser School Division.

https://www.alberta.ca/hours-work-rest.aspx#daily-hours-of-work

## 2.3 - Requirements for Employment

2.3.1 An employee making an application for a position with the school jurisdiction may be required to pass a medical examination conducted by a qualified examiner appointed by Palliser School Division and sign an agreement allowing Palliser School Division to conduct a search on the applicant's driving record. 2.3.2 All new employees must provide a Criminal Record Check (CRC) and when applicable, Vulnerable Sector Check, at the employee's expense.

## 2.4 - Appointment of Employees

2.4.1 Appointment of employees shall be made in writing under the authority of management in accordance with the appropriate policies governing hiring practices and procedures.

## 2.5 - Termination

- 2.5.1 Termination of Employees shall be under the authority of the Superintendent of Schools in accordance with current policies and the terms and conditions of employment applicable to the Employee.
- 2.5.2 Palliser School Division may terminate an Employee for just cause without notice or payment in lieu of notice at any time.
- 2.5.3 The Probationary Period for an employee is 90 days. During this Probationary Period, Palliser School Division may terminate the employee's employment without just cause, without notice or payment in lieu of notice. In the event an employee's probationary period is longer than 90 days or is extended beyond a 90-day period, Palliser School Division will provide one (1) weeks' notice or termination pay (wages) in lieu thereof in the event of termination.
- 2.5.4 At any time following the probationary period, Palliser School Division may terminate an employee's employment without just cause by providing the employee with written notice, or termination pay (wages) in lieu of notice, or a combination thereof, equal to the minimum requirements of the Employment Standards Code, R.S.A. 2000 c.E-9, as outlined in Sections 56 and 57 of the Employment Standards Code (as amended from time to time) which is attached as Schedule "A" to this Handbook. No notice or termination pay (wages) in lieu of notice in excess of the minimums of the Employment Standards Code shall be provided.

It is understood and agreed that the above notice or termination pay (wages) in lieu of notice, or combination thereof, is reasonable and adequate notice, and will fulfill all requirements for notice, or termination payment in lieu of notice imposed by law. Please note the intention of this clause is to refer to claims arising from the termination of employment and in no way removes an employee's entitlement to earned payments to their final day of employment such as your earned salary and accrued but unused vacation or any other entitlements accrued to which an employee is entitled pursuant to the terms of their employment. Further, it should be clearly understood and agreed that these termination provisions are drafted, intended and should be read to comply with the minimum requirements of the Alberta *Employment Standards Code*, as amended from time to time."

## 2.6 - Pay Days

- 2.6.1 Pay is every second Friday for all pay groups commencing 2023-24 School year.
- 2.6.2 Commencing the 2023-24 school year, pay days shall be every second Friday. For school-based employees, wages and vacation pay in lieu of vacation earned over the ten (10) month school year will be paid out with each check saving percentage for summer bank which is then paid out evenly over the summer pay periods.

# 2.7 Confidentiality: All staff not covered by a collective agreement will be required, as a condition of employment, to sign a Confidentiality Form or have a clause in their Employment Contract.

- 2.7.1 Confidentiality is of the utmost importance in order to ensure that the dignity and worth of students, parents, volunteers and staff is honored. Any information collected, used, generated or stored by Palliser School Division, including student, instructional, financial or administrative information, is strictly confidential and is to be used only in the performance of your duties.
- 2.7.2 You may not disclose, communicate, publish, take, alter, copy, interfere with or destroy any information, including electronic information, unless you are specifically authorized to do so by your immediate supervisor, the teacher or principal.
- 2.7.3 Personal information is strictly protected under the Alberta Freedom of Information and Protection of Privacy Act, and any deliberate misuse or breach of another individual's personal privacy may be punishable by a fine in accordance with the FOIP legislation.

- 2.7.4 At the time of hiring, employees provide a criminal record check and vulnerable sector (depending on role). In the event of any new criminal charges in the future, an employee must notify their immediate supervisor/school principal at the time the charge is made. Employees employed in our division who have not provided a check within the past five years maybe required to provide a current criminal record and vulnerable sector check.
- 2.7.5 The teaching and administration staff are responsible for student learning and discipline.
- 2.7.6 School administration, teaching and support staff have specific roles to play, and it is important that the staff of a school operate as a team.
- 2.7.7 All team members can assist greatly in enhancing student learning by working positively and cooperatively as a member of the school team.
- 2.7.8 School-related and work-related matters are to be kept confidential. Discussion of such matters should only be done with the appropriate personnel; that is, only with those who are directly involved or with school/system administration.
- 2.7.9 Any failure to comply with these guidelines or The Palliser School Division policies may result in termination of employment.

## **SECTION 3 – VACATION**

#### 3.1 - School-based Support Staff

- 3.1.1 School-based support staff are considered to earn an annual salary over a period of the approved school year. School-based employees shall not receive time off for vacation, but will receive vacation pay in lieu of vacation earned.
- 3.1.2 School-based employees shall receive annual vacation pay in accordance with the credited service period as follows:
  - a) For the first and second year of employed service, the employee shall receive four (4) percent annual vacation pay.
  - b) In the third and each subsequent year of employed service after their anniversary date, the employee shall receive six (6) percent annual vacation pay.

- c) In the eighth and each subsequent year of employed service, the employee shall receive eight (8) percent annual vacation pay.
- d) In the fifteenth and each subsequent year of employed service, the employee shall receive ten (10) percent annual vacation pay.
- 3.1.3 For school-based employees, annual vacation pay will be added to annual earnings and paid each pay period.

## 3.2 - Central Office Support, Technology, Facilities and Transportation Staff

- 3.2.1 Employees shall receive annual vacation as follows:
  - a) Vacation shall accrue at a rate of fifteen (15) days per school year, with (0.58) days being credited to the employee bi-weekly.
  - b) During the eighth and subsequent years of employment, vacation shall accrue at a rate of twenty (20) days per school year, (0.77) days being credited to the employee bi-weekly.
  - c) During the fifteenth and subsequent years of employment, vacation shall accrue at a rate of twenty-five (25) days per school year, with (0.96) days being credited to the employee bi-weekly.
  - d) Employees should use the annual vacation accrued during a school year by the end of April of the following year. If annual vacation that is accrued in a previous school year is not used by April 30 of the ensuing school year, the employee must make an application to management to either carry the unused vacation forward or to be paid out the unused accrued vacation entitlement.
- 3.2.2 When an employee becomes ill for a period of four (4) days or longer, or takes bereavement leave during the vacation period, the time spent on such leave may not be deducted from vacation entitlement, but proof of time off must be supplied by the employee.
- 3.2.3 An employee who terminated their service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken.
- 3.2.4 Once vacations are authorized, they shall not be changed except by mutual agreement with management, and employees shall notify management of their intended vacation dates prior to April 1st of each year.

- 3.2.5 An employee shall not be paid in lieu of vacation earned except upon termination, in which case they shall receive vacation pay for such vacation earned but not taken based on regular pay.
- 3.2.6 It is expected that an effort shall be made to avoid taking vacations during peak periods in any specific department.

## 3.3 – Observed Holidays

- 3.3.1 Palliser School Division recognizes the following holidays:
  - a) New Year's Day
  - b) Family Day
  - c) Good Friday
  - d) Easter Monday
  - e) Victoria Day
  - f) Canada Day
  - g) First Monday in August (civic)
  - h) Labour Day
  - i) Thanksgiving Day
  - j) Remembrance Day
  - k) Christmas Day
  - I) Boxing Day
- 3.3.2 Employees are paid for statutory holidays if the holiday falls on a day they would normally be expected to work. The hours for the holiday are the normal hours for that day. Employees must have worked for thirty (30) working days in the year immediately prior to the statutory holiday in order to be entitled for pay. In addition, they must work the last scheduled day before and the first scheduled day after the holiday.

## **SECTION 4 – LEAVES**

**4.1** - **Absence Notification:** Absences shall be reported directly to the direct supervisor/school principal prior to the start of the day on which an employee is absent, the absence should be entered into the Human Resources platform as soon as possible.

#### 4.2 - Medical Leave

- 4.2.1 Medical leave shall be granted to all eligible employees. There shall be no carry over or accumulation of earned paid medical leave from year to year. Please see employee contract for details.
- 4.2.2 Please note the divisional sick leave update which was shared to various employee groups in June 2023 communication titled '<u>Sick Leave Model</u> <u>Update</u>'. See Appendix C
- 4.2.3 Medical leave includes time to attend to matters related to the employee's physical or mental health, including travel time to and from the appointment.
- 4.2.4 An employee may be required to provide proof of illness upon return to work and produce a certificate from a duly qualified medical or dental practitioner where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Any absence greater than 3 days for this type of leave will require a medical note.
- 4.2.5 An employee enrolled in the Extended Disability Benefit plan, when approved by ASEBP, shall immediately become eligible for long-term disability coverage after ninety calendar days of sickness or disability and shall remain on the conditions of that plan until it is determined the employee is medically fit to return to work.
- 4.2.6 Long-term disability coverage shall provide income benefits to employees who are disabled in accordance with the terms and conditions of the Alberta School Employees Benefit Plan.

#### 4.3 - Excused Absence with Pay

- 4.3.1 Excused absence for a reasonable period of time may be authorized by management for the following purposes:
  - a) Bereavement of immediate family members (see immediate family member definition);
  - b) Critical illness of immediate family members(see immediate family member definition);

- c) Medical attention required for an employee's child;
- d) Graduation or convocation of the employee or their child;
- e) Jury duty;
- f) Examination for a course the employee is enrolled in;
- g) Other leaves as approved on a case-by-case basis.
- 4.3.2 A maximum of five (5) days of absence for the above categories will be allowed in a school year. Depending upon circumstances, absences in excess of five (5) days shall be either with pay, without pay or, for eligible employees, be considered as vacation days and vacation shall be deducted accordingly as determined by management. For purposes of this section, a day shall be defined as the number of hours regularly scheduled on the day the absence occurred.
- 4.3.3 Employees registered in approved courses will be allowed absence for the purpose of attending classes, examinations, etc., as approved by management.
- 4.4 Leave of Absence: Permanent employees may be granted leave of absence without pay at the discretion of management for a period of less than one (1) month. Permanent employees may be granted a leave of absence without pay and benefits for a period of greater than one (1) month at the discretion of management.
- 4.5 Maternity Leave: All employee groups follow the guidelines for maternity leave as set out in Employment Standards, Alberta <u>https://www.alberta.ca/maternity-parental-leave.aspx</u>
- **4.6** Parental Leave: All employee groups follow the guidelines for parental leave as set out in Employment Standards, Alberta <u>https://www.alberta.ca/maternity-parental-leave.aspx</u>
- 4.7 Adoption Leave: All employee groups follow the guidelines for adoption leave as set out in Employment Standards, Alberta <u>https://www.alberta.ca/maternity-parental-and-adoption-leave-directive.aspx#:</u> <u>~:text=An%20employee%20who%20has%20adopted,being%20placed%20with%2</u> <u>Othe%20employee</u>.

## **SECTION 5 – EMPLOYEE BENEFITS**

## 5.1 - Health and Insurance Plans

- 5.1.1 The Palliser School Division will pay, on behalf of employees, a contribution to the following health and insurance plans (subject to change pending context):
  - a) Alberta Health Care Insurance
  - b) Alberta School Employees Benefit Plan—Extended Health Care
  - c) Alberta School Employees Group Insurance and Life Insurance
  - d) Alberta School Employees Benefit Plan—Disability Benefits Coverage
  - e) Alberta School Employees Benefit Plan—Dental Plan 3
  - f) Alberta School Employees Benefit Plan—Vision and Hearing Care Plan 3
  - g) Health Spending Account and/or Wellness Spending Account
- 5.1.2 An employee who begins employment after October 31 of the year in which they were employed shall be given a Health/Wellness Spending account on a month by month, pro-rated basis to the end of June. Notwithstanding, If the employee begins employment after the 15<sup>th</sup> of the month, they shall not receive the Health Spending benefit amount for that month.
- 5.1.3 To qualify for benefit coverage as described in 5.1.1 above, school-based employees must work a minimum of 25 hours per week per school year; Central Office Administration support, Technology Services, Facilities Services and Transportation Services staff must work at least 0.5 F.T.E.
- 5.1.4 Support Staff employees who work less than 25 hours per week and are 0.5 full time equivalent or greater will have access to a cost -shared option for ASEBP.

#### 5.2 - Pension Plan

- 5.2.1 Employees who qualify are required to join the Local Authorities Pension Plan, and payment of participation shall be paid by the employee, and the contribution paid by Palliser School Division as outlined in the plan.
- 5.2.3 Please contact payroll with questions in regards to eligibility.
- 5.2.4 An employee may buy back prior years of pensionable service according

to LAPP regulations, without any support from the Palliser School Division.

## 5.3 - Recognition of Employee Service

- 5.3.1 Recognition of years of service by the Board of Trustees will be by awarding Palliser School Division pins indicating the number of years of service in five (5) year increments.
- 5.3.2 The Board of Trustees will recognize retiring employees if they qualify for retirement.
- **5.4** Membership in Organizations: Where membership is approved by management, staff will be allowed required time off with pay to attend meetings of approved organizations subject to management approval. Expenses for attendance at such functions will not be paid by Palliser School Division
- **5.5 Salary and Expenses:** Salaries of support staff covered under this policy will be reviewed yearly by management and adjustments made within parameters of funding allocations for sites in the yearly system budget. Information pertaining to consumer price index, cost of living statistics and market rates for similar positions will be considered before any adjustments are made.

## 5.6 - Performance Review

- 5.6.1 All probationary employees shall have a performance review prior to the completion of their probationary period. Continuing employment at the end of the probationary period will be at the discretion of the employer.
- 5.6.2 A probationary employee may be terminated without notice or payment in lieu of notice, at any time, and for any reason during their probationary period, at the sole discretion of the employer.
- 5.6.3 All employees should receive a formal evaluation before the 3 month probationary period is over and at least every three (3) years thereafter.
- 5.6.4 Employees may appeal their performance review to the management team.

5.6.5 School-Based Non-Union Support Staff: (All positions such as but not limited to, Learning Commons Facilitators, Educational Assistants, Early Learning Educators, Child and Youth Care Workers, Administrative Assistants, Career & Academic Counselors, Family School Liaison Counselors, Indigenous Success Coordinator, and all other positions)

The supervisor shall conduct an evaluation of each Non-Union Support Staff. An evaluation shall be conducted:

- a) For purposes of gathering information related to a specific employment decision;
- b) When, on the basis of information received through supervision, the supervisor has reason to believe that the quality of work is unacceptable when measured against the job description; or
- c) Upon the written request of the staff member.

#### 5.7 - Professional Development

- 5.7.1 Central Office administration support staff will be provided professional development as determined by the direct supervisor.
- 5.7.2 School-Based Non-Union Support Staff shall be provided professional development as determined by the direct supervisor.
- 5.7.3 Technology, Facilities and Transportation staff shall be provided professional development as determined by the direct supervisor.

## SECTION 6 – CODE OF CONDUCT

#### 6.1 – Employee Positions

This Code of Conduct applies to staff employed in all positions such as but not limited to:

- Accounts Receivable Clerk;
- Administrative Assistant;
- Associate Superintendent;
- Bus Driver;

- Caretaker;
- Carpenter;
- Computer Technician;
- Communications Officer;
- Directors of Palliser School Division;
- Early Learning Educator;
- Educational Assistant;
- Electrician;
- Executive Assistant;
- Facilities Services Supervisor;
- Facilities Worker;
- Family School Liaison Counselor;
- Finance Officer;
- Financial Services Supervisor;
- HVAC Plumber/Handyman;
- Indigenous Success Coordinator;
- International Student Activity Coordinator;
- International Student Program Coordinator;
- International Homestay Support Worker;
- Learning Commons Facilitator;
- Making Connections Workers;
- Mechanic;
- Mechanic Supervisor;
- OH&S Coordinator;
- PAL Worker;
- Payroll Clerk;
- Payroll Specialist;
- Plumber;
- Receptionist;
- Secretary Treasurer;
- SIS Coordinator;
- Speech Language Pathologist;
- Systems Analyst;
- Technology Help Desk;
- Transportation Services Supervisor;
- Wellness Navigator.

The best possible education for students shall be the primary consideration in upholding this Code of Conduct in fulfilling the roles and responsibilities of our division support staff.

#### 6.2 - In support of student learning, all staff, as appropriate, will:

- 6.2.1 Provide assistance to all students, as appropriate, with priority given to students with individual program plans by the learning assistant team members of our instructional support staff.
- 6.2.2 Act in a manner to provide the advancement of our division vision in support of student learning.
- 6.2.3 Recognize the responsibility of the teacher(s) in directing their learning support activities. For Making Connections Workers (MCW), the Family School Liaison Counsellor (FSLC) supervises activities.
- 6.2.4 Strive to meet the learning needs of students through participation in a range of professional development activities.

#### 6.3 - In support of teamwork, staff, as appropriate, will:

- 6.3.1 Recognize that positive relationships make a significant difference to student learning and the school/site atmosphere.
- 6.3.2 Partner with the teacher and other school-based team members to enhance the development of all students, recognizing the teacher's role as direct supervisor.
- 6.3.3 Provide accurate information about the student to team members who have the right/need to know.
- 6.3.4 Discuss school problems or confidential matters only with appropriate personnel and only when students are not present.
- 6.3.5 Strive to make a positive contribution to their school/site team.

#### 6.4 - In support of ethical conduct, staff will:

6.4.1 Respect the dignity, privacy, rights and individuality of all students, parents and staff members.

- 6.4.2 Uphold the declaration of confidentiality made on employment.
- 6.4.3 As directed by law, report suspected child abuse of a physical, verbal or emotional nature to the appropriate Child & Family Services Authority intake worker.
- 6.4.4 Share reporting of suspected child abuse as described above with the Family School Liaison Counsellor and School Administrator.
- 6.4.5 Follow appropriate channels when concerns arise, as follows:
  - a) Approach the individual staff member (classroom or learning support teacher or support staff member) to discuss the concern. Every effort should be made to resolve the issue at this level.
  - b) If, and only if, this does not resolve the concern, proceed with involving the immediate supervisor. (Example #1: If two assistants are in dispute and they work in the same classroom, share concerns with the classroom teacher for resolution. If the staff members are working in two different classrooms, approach the learning support teacher to assist in coming to consensus. Example #2: If the assistant is in conflict with the classroom teacher, approach the school administrator. Example #3: If the assistant is in conflict with the learning support teacher, approach the school administrator. Example #4: If a custodian/bus driver is in conflict with a teacher, approach the school administrator. Example #5: If a Central Office support staff member is in conflict with a co-worker, approach the immediate supervisor.)
  - c) The school administrator is the arbiter at the school level; for other sites, the site supervisor is the arbiter at the site level.
  - d) If unresolved, disputes or concerns should then be forwarded to the Associate Superintendent Human Resources.
  - e) When necessary, the Superintendent of Schools is charged with hearing appeals and making final decisions on these matters.

## 6.5 - Guidelines When Talking to Parents

Support staff may be approached by parents at the school or in the community and asked to comment on their child's progress and/or achievement. Please use these sample response to guide these spontaneous interactions:

"I am a member of the Palliser staff. If you have concerns about\_\_\_\_\_(the staff member), you should contact\_\_\_\_\_(their supervisor).

## APPENDIX A

## 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.

- EMPLOYMENT STANDARDS CODE

RSA 2000 cE-9 s.56; 2017 c9 s38

#### **Termination Pay:**

57(1) Instead of giving a termination notice, an employer may pay an employee termination pay of an amount at least equal to the wages the employee would have earned if the employee had worked the regular hours of work for the applicable termination notice period.

(2) An employer may give an employee a combination of termination pay and termination notice, in which case the termination pay must be at least equal to the wages the employee would have earned for the applicable termination notice period that is not covered by the notice.

(3) If the wages of an employee vary from one pay period to another, the employee's termination pay must be determined by calculating the average of the employee's wages during the previous 13 weeks in which the employee worked preceding the date of termination of employment.

- EMPLOYMENT STANDARDS CODE RSA 2000 CE-9 s57; 2017 C9 s39

## APPENDIX B

## FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIPP)

The Freedom of Information and Protection of Privacy Act aims to strike a balance between the public's right to know and the individual's right to privacy as those rights relate to information held by public bodies in Alberta. In the school system setting, the privacy of students, parents and staff is protected by rules that must be followed in the collection, use, protection and disclosure of personal information.

It is expected that employees will conduct themselves in a manner that respects student, parent and staff confidentiality. This includes discussing individuals only with the appropriate personnel and ensuring that information pertaining to individual students is not accessible by unauthorized persons.

- Written communications regarding a student's daily performance (anecdotal records) must be clear and concise, objective and factual in nature.
- All observations and information gained at the school will remain confidential.
- Provide feedback to the teacher regarding situational factors which may affect the delivery of the instructional program to students.
- Recognize it is the teacher's responsibility to communicate with the parent regarding the child's progress.
- Be prepared to provide information regarding student progress and behavior for parent-teacher interviews and case conferences. Information must be provided in a positive, proactive, professional manner.
- When discussing a student's needs, speak to only those who need to know, team members or staff with expertise in the area under discussion.
- The staff room does not allow for privacy or confidentiality. Refrain from discussing sensitive issues here. Always be aware of your surroundings when having discussions regarding students, parents or staff.
- Direct concerns expressed by parents, students or other teachers to the teacher.
- Student Services assistants need to support teaching methods and materials used by the teacher. Questions or problems arising from these methods must be spoken about privately with the teacher. It is not appropriate to discuss these problems with students, parents, other Student Services assistants or friends/neighbors.
- Do not question school policy in the presence of students or outside the school. Pursue your concerns through designated channels. Typically, a Student Services assistant would first discuss classroom concerns with the classroom teacher. Policy concerns should be discussed with the school administrator.

## APPENDIX C

Palliser School Division is moving to a new model for Sick Leave for the 2023/24 school year. Please note, the table below explains how your accrued sick days will be carried to the new system. Here is an overview of the model:

- a. During the Contract Term, the Employee will be entitled to sick leave with pay, at the rate of two (2) workdays per month for each completed month of service, to a maximum of twenty-four (24) for the purposes of obtaining necessary medical or dental treatment or because of accident, disability or sickness;
- b. The employee may accumulate unused sick days to a maximum of 75 days;
- c. Once the Employee's sick leave entitlements, as set out above at Sick Leave Clause a. (re: sick leave absences), exceed the Employee's total number of permitted accumulated number of sick leave days (as referenced above at Sick Leave clause b.), no further sick leaves shall be paid by Palliser;
- d. In the event the employee is away from work for such a period that the employee is required to, and is accepted on the Extended Disability Plan, and if the employee returns to this contract, their accumulation will be recovered to a maximum of 24 days;
- e. Where the Employee is employed on a part-time basis, the Employee will be entitled to sick leave benefits on a prorated basis.

Type of Contract	Years of Service	Sick Days in Bank
Permanent	2 ½ - 3+ Years	75 days
	1 ½ - 2 Years	50 days
	6 months - 1 Year	25 days
	Less than 6 Months	Accrue 2 days per month for each completed month, to a maximum of 24 days per a year
Temporary	Accrue 2 days per month for each completed month to a maximum, of 24 days per a year	