

# Terms & Conditions of Employment

for Exempt Employees\*



excellence



leadership



\* Does not include Superintendents

# Table of Contents

<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>5</b>
<b>2.0</b>	<b>APPLICATION</b> .....	<b>5</b>
<b>3.0</b>	<b>DEFINITIONS</b> .....	<b>5</b>
<b>4.0</b>	<b>GENERAL CONDITIONS OF EMPLOYMENT</b> .....	<b>6</b>
4.1	Exempt and Save Harmless.....	6
<b>5.0</b>	<b>PROBATIONARY PERIOD</b> .....	<b>6</b>
<b>6.0</b>	<b>HOURS OF WORK</b> .....	<b>7</b>
6.1	Earned Days Off .....	7
6.2	Overtime .....	7
6.3	On Call Allowance.....	7
<b>7.0</b>	<b>HOLIDAYS</b> .....	<b>8</b>
7.1	General Holidays.....	8
7.2	Religious Holidays .....	8
7.3	Other Holidays.....	8
<b>8.0</b>	<b>ANNUAL VACATION</b> .....	<b>8</b>
8.1	Banking of Vacation.....	9
<b>9.0</b>	<b>EMPLOYMENT EXPENSES</b> .....	<b>10</b>
9.1	Business / Travel.....	10
<b>10.0</b>	<b>ASSOCIATION MEMBERSHIPS</b> .....	<b>10</b>
<b>11.0</b>	<b>GROUP BENEFITS</b> .....	<b>10</b>
<b>12.0</b>	<b>PENSION</b> .....	<b>11</b>
12.1	Employees in Teaching Certificated Exempt Positions .....	11
12.2	Employees in Non-Teaching Certificated Exempt Positions .....	11
<b>13.0</b>	<b>LONG SERVICE AWARD</b> .....	<b>11</b>
<b>14.0</b>	<b>SERVICE / RETIREMENT ALLOWANCE</b> .....	<b>12</b>
<b>15.0</b>	<b>LEAVES</b> .....	<b>12</b>
15.1	Sick Leave .....	12
15.1.1	Death Benefit.....	13
15.2	Supplementation to the Workers Compensation Award .....	13
15.3	Long Term Disability.....	13

15.4	Leaves of Absence for Health Reasons.....	14
15.5	Returning to Duty following Illness .....	14
15.6	Maternity Leave .....	14
15.6.1	Supplementary Employment Benefits .....	15
15.7	Adoption Leave .....	15
15.8	Parental Leave of Absence.....	16
15.9	Extended Parental Leave.....	16
15.10	Other Parental Leave .....	16
15.11	General Leave of Absence.....	17
15.12	Educational Fellowships Leaves.....	17
15.13	Personal Leaves.....	18
15.13.1	Personal Leave Days.....	18
15.13.2	Exam Writing.....	18
15.13.3	Convocation .....	18
15.13.4	High School Graduation.....	18
15.14	Compassionate Leaves .....	18
15.15	Bereavement Leave .....	19
15.16	Professional Association Leaves.....	19
15.17	Political Activities Leave .....	19
15.18	Court Appearance / Jury Duty.....	19
15.19	Deferred Salary Leave Plan .....	19
<b>16.0</b>	<b>PERSONALIZED LEARNING AND DEVELOPMENT .....</b>	<b>20</b>
16.1	Employee Initiated .....	20
16.2	Employer Initiated .....	20
<b>17.0</b>	<b>TERMINATION OF EMPLOYMENT .....</b>	<b>20</b>
17.1	Voluntary Termination .....	20
17.2	Involuntary Termination .....	21
17.2.1	With Cause .....	21
17.2.2	Without Cause.....	21
17.2.3	Probationary Period Termination.....	21
17.2.4	Long-Term Disability at the Time of Termination.....	21
17.2.5	Outplacement Services .....	21
<b>18.0</b>	<b>TOTAL REWARDS PHILOSOPHY .....</b>	<b>21</b>
<b>19.0</b>	<b>COMPENSATION GUIDELINES .....</b>	<b>22</b>
19.1	Direct Compensation .....	22
19.2	Salary Plan.....	22
<b>20.0</b>	<b>SALARY RANGES .....</b>	<b>22</b>
20.1	Special Adjustments.....	23
<b>21.0</b>	<b>SALARY ADMINISTRATION PROCEDURES .....</b>	<b>23</b>
21.1	Salary Adjustments.....	23
21.2	Pay for New Hires.....	23
21.3	Voluntary Transfer to a Position with a Lower Salary Range .....	23
21.4	Wage Protection.....	23
21.5	Lateral Transfer .....	24
21.6	Increases for Promotions, Acting Assignments and Job Reclassifications.....	24
21.7	Delegation of Authority.....	24
21.8	Salary Differentials Related to Supervisor Relationships .....	24

**22.0 PERFORMANCE RECOGNITION AND PERSONALIZED LEARNING PROGRAM24**

**23.0 RIGHT OF APPEAL..... 25**

## 1.0 Introduction

This document sets out **the terms of employment** on a wide variety of matters pertaining to the relationship between exempt employees and the Calgary Board of Education (CBE); and forms an integral part of the employment contract for the exempt employee group **in accordance with the Employment Standards Act.**

These Terms and Conditions dated **May 10, 2016** replace and supersede all previous Terms and Conditions of Employment for exempt employees of the CBE.

The CBE reserves the right to make additions, deletions, or changes to the Terms and Conditions of Employment as required. **Board of Trustee approval will be required for any changes made to the Total Compensation package for exempt employees.**

Any questions related to this document or to the material contained herein should be **directed to** the employee's supervisor and/or the Superintendent of Human Resources.

## 2.0 Application

**Administrative Management Personnel (AMP): Area Directors and teaching certificated Directors, Managers and Coordinators**

**Senior Management Personnel (SMP): Other Directors and Managers**

**Administrative and Supervisory Personnel (ASP): All other exempt employees**

**Does not include superintendents**

## 3.0 Definitions

**Nomenclature – common terms used in an organization**

### **Job Titles**

To promote consistency throughout the organization, **job** titles will be established in consultation with Human Resources and in accordance with the overall organizational direction.

### **Supervisor**

**The term “Supervisor” refers to the position to which an employee directly reports as per the job description.**

### **Service Units/ Departments**

The nomenclature (terms used) for service units/departments will reflect the organizational structure of the CBE and will be linked to **job** title guidelines.

### **Employee Status**

There are six (6) categories of employee status used to determine employee compensation, benefits and terms and conditions of employment.

These are:

- **Continuous Full-time:** employed on an ongoing basis to work full-time hours, 35 hours per week or 1,820 hours per annum.
- **Continuous Part-time 12-month:** employed for less than 35 hours per week.
- **Continuous Part-time 10-month:** employed for less than 35 hours per week.
- **Temporary Full-time:** employed for a defined period of **4 months or more** to work full-time hours.
- **Temporary Part-time:** employed for a defined period of **4 months or more** to work part-time hours.
- **Casual:** employed on an intermittent basis, as required.

#### **Immediate family member**

**For administration of the leave provisions described within this document, immediate family member is defined as a spouse including common-law and same gender relationships, and the grandparents, parents, brothers, sisters, children, and grandchildren, step children, step parents and step grandparents (and their respective spouses) of the employee and of the employee's spouse.**

## **4.0 General Conditions of Employment**

**Exempt** employees are expected to adhere to all administrative regulations and policies of the CBE. See <http://www.cbe.ab.ca/about-us/policies-and-regulations/Pages/default.aspx> for current policies and regulations.

### **4.1 Exempt and Save Harmless**

The CBE will exempt and save harmless employees, **their heirs and estate** from any liability action arising from the performance of their duties for the CBE **except in the case of wilful misconduct**. The CBE will assume all costs, legal fees and expenses of the employee, **their heirs and estate** arising from such action.

## **5.0 Probationary Period**

New employees, offered **continuous** employment, are subject to a six (6) month probationary period.

If a former employee is rehired at a later date, **the employee will be subject to a new probationary period as a new employee.**

If a person on contract, or performing temporary/casual work, is offered **continuous** employment, the probationary period will apply from the date that **continuous** employment commenced.

**If an employee is deemed unsuitable or underperforming in his/her job, then he/she may be released during the probationary period.** In certain circumstances the employee's supervisor may extend the probationary period by a maximum of three (3) months. This extension must be in writing with a copy provided to the employee.

## 6.0 Hours of Work

The hours of work for continuous, full-time, exempt employees are 35 hours per week or 1,820 hours per annum (**prorated for part time employees**).

### 6.1 Earned Days Off

Employees of the CBE participate in an earned days off program. As such, the employee will receive a total of eight (8) earned days off which are available during the summer period of June to August. Unless operational requirements dictate otherwise as deemed by their Superintendent, three of the eight days must include the first three Fridays in July. The employee will be expected to lengthen their regular hours in each work day by 15 minutes in order to earn the days off. Earned days can be used outside of the June to August months, with the approval of the employee's Superintendent.

### 6.2 Overtime

Exempt employees often encounter demanding workloads which require time commitments in excess of their regular hours of work. In the event that conditions require excess hours for an extended period, the **employee's** Superintendent or delegated authority may provide compensation or time in lieu as per the Alberta, Employment Standards **for positions entitled to overtime pay. Where Alberta, Employment Standards overtime provisions are not applicable the Superintendent or delegated authority may authorize appropriate paid time away.**

Link: <http://www.alberta.ca/alberta-employment-standards-rules.aspx>

### 6.3 On Call Allowance

Identified employee groups may be required, at the request of their supervisor, to be on call and will receive the following on call allowances:

#### **Information Technology & Communications**

Exempt employees in positions that require them to be on call receive:

- \$50 per day for on call; and
- Lieu time given for every hour that employee is called in
- Lieu time can be paid out at the straight time rate or given as time off at the supervisor's discretion
- Note: No lieu day given for being on call without being called in during a statutory holiday

#### **Facility and Environmental Services**

Exempt employees in positions that require them to be on call receive:

- \$50 per day for on-call; and
- Receive a lieu day for the statutory holiday that occurred while on call
- Lieu time is given if called out after working a regular shift on a weekday, a weekend, a statutory holiday or for time over seven hours.

## 7.0 Holidays

### 7.1 General Holidays

Exempt employees shall be entitled to the following holidays with pay:

- New Year's Day
- Family Day (third Monday in February)
- Good Friday
- Easter Monday\*
- Victoria Day
- Canada Day
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

\*Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break.

**Employees must have been employed for thirty (30) calendar days prior to the General Holiday in order to be eligible.**

### 7.2 Religious Holidays

**Exempt employees may apply for a leave with pay for religious holy days. Leave requests will be based on the laws or doctrines or tenets of the recognized religion require on a certain day that work is restricted or prohibited to the extent that the employee who practices the religion is precluded from attending work.**

**There is a distinction between religious holy days and ethnic holidays and festivals which are routinely celebrated in Canada. For example, members of the Sikh community celebrate Diwali (festival of lights), but observance of this day does not preclude an adherent of the Sikh religion from attending work.**

### 7.3 Other Holidays

Provided the following days are regularly scheduled work days employees shall be entitled to the following holidays with pay:

- Christmas Eve – afternoon (half day)
- New Year's Eve –afternoon (half day)
- Stampede Parade Day – morning (half day)

## 8.0 Annual Vacation



- a. Vacation Philosophy: Employees are encouraged to **utilize** all their vacation allowance in the year it is eligible to ensure work life balance is achieved. It is the responsibility of the employee and supervisor to manage the employee's vacation allotment and ensure the allotment is fully utilized.
- b. Vacation is credited to each employee on a bi-weekly basis.
- c. The Vacation accrual year is from July 1 to June 30 in year 1. Vacation time may be taken in the year in which it is accrued (year 1) or it may be carried over into the following year. Vacation time accrued in one year must be utilized by June 30 of the next year (year 2). **The expectation is all vacation must be used.**
- d. Under exceptional circumstances up to 10 days of vacation from year 1 may be carried beyond June 30 of year 2 and used by December 31 of year 2, if approved in writing by the employee's Superintendent or delegated authority.

Vacation entitlements shall be earned as follows:

	ASP	AMP/SMP
Accrual	1.25 days for each full month worked	2.5 days for each full month worked
<b>Subsequent vacation with pay shall be based upon full years of service prior to July 1, in each year, on the basis of the following schedule:</b>		
i. one year <b>completed</b>	15	30
ii. three years <b>completed</b>	20	
iii. five years <b>completed</b>	25	
iv. 20 years <b>completed</b>	30	

### 8.1 Banking of Vacation

New employees hired after July 1<sup>st</sup>, 2010, will not be eligible to participate in the banked vacation program.

Current employees who are eligible (AMP and SMP) to bank vacation will continue to be eligible to participate in the banking of vacation program under the existing policy.

AMP and SMP employees may designate up to ten (10) days unused earned vacation in any one (1) calendar year for the purpose of payment to the employee upon resignation or retirement. Employees covered by this section who wish to bank a portion of unused earned vacation must submit a signed declaration which specifies the portion of vacation to be accumulated for this purpose by June 30 of each year.

This banked vacation shall be paid at the rate of pay the employee is receiving at the time of retirement or resignation. Applicable income tax and other deductions required by law shall be deducted at the time the net allowance is paid, where required.

## 9.0 Employment Expenses

### 9.1 Business / Travel

An employee who **utilizes** their vehicle for work, **and is authorized by their supervisor/Manager**, will be reimbursed for mileage on a per kilometre basis, **as per the Administrative Regulations**.

## 10.0 Association Memberships

Association memberships may be considered for reimbursement subject to prior approval by their Superintendent or delegated authority.

## 11.0 Group Benefits

The CBE sponsors a group benefits plan for employees and their eligible spouse/dependents. Employee participation shall be subject to the rules and regulations of the plan(s). **There is no waiting period for the commencement of the benefit coverage.** Group benefits may differ between employee groups.

**The group benefits program includes the following:**

- Extended Health Care Plan including Worldwide Emergency Travel Assistance
- Dental Plan
- Health Spending Account
- Long Term Disability
- Group Life Insurance and Accidental Death & Dismemberment
- Dependent Group Life Insurance and Accidental Death & Dismemberment
- Employee Assistance Program (Employee Health Resource Centre)

Participation in the plan shall be a condition of employment, for all full-time **continuous** positions, temporary positions with a duration of more than **4** months and for part-time **continuous** employees who are employed for seventeen and one-half (17 ½) hours per week, or more. Temporary employees are not eligible to participate in LTD (long-term disability program).

Details of the coverage are outlined in the applicable benefits booklet available on the CBE staff insite:

Link: <https://insite.cbe.ab.ca/career/benefits-pension/Pages/default.aspx>

When an employee is on an approved unpaid leave of absence (**see section 15 for Leaves**) **greater than 20 working days, benefit coverage is maintained until the end of the month in which the leave commenced.** The employee may elect to continue coverage in any or all of the above plans if he/she pays the full monthly premiums via monthly **direct debit payments**. Failure to maintain the required premium payments will result in cancellation of the coverage, until the **employee's return** to work.

The above information **including the contents of** The Employee Group Benefits Handbook are general descriptions of the benefits available to CBE employees. The provisions identified in the specific contracts between the CBE and the insurance provider, as amended from time to time, shall be the overriding provisions in all cases.

## 12.0 Pension

### 12.1 Employees in Teaching Certificated Exempt Positions

Alberta Teachers' Retirement Fund (ATRF) is a defined benefit pension plan which is administered by the ATRF Board. ATRF is an independent corporation established under the Teachers' Pension Plan Act for all Alberta teachers employed by school jurisdictions and charter schools.

- **Employees in teaching certificated positions**, as a condition of employment, are required to participate in and contribute to ATRF
- Both the **employee** and the Government of Alberta contribute to the ATRF

Enrolment in ATRF will be on commencement of employment. To access additional information, refer to the pension information provided on the CBE staff insite:

Link:<https://insite.cbe.ab.ca/career/teachers/resignation-retirement-pension/Pages/alberta-teachers-retirement-fund.aspx>

### 12.2 Employees in Non-Teaching Certificated Exempt Positions

Local Authorities Pension Plan (LAPP) enrolment is a defined benefit pension plan governed by the LAPP eligibility rules.

- **As a condition of employment, continuous** full-time employees are required to participate and contribute in LAPP
- **Continuous** part-time employees working a minimum of 15 hours and less than 30 hours per week may elect to enrol in LAPP

Both the employee and the CBE contribute to LAPP.

Enrolment in LAPP will be on commencement of employment. To access additional information, refer to the pension information provided on the CBE staff insite:

Link:<https://insite.cbe.ab.ca/career/support-staff/resignation-retirement-pension/Pages/local-authorities-pension-plan.aspx>

Supplemental pensions are provided for Directors. Information is available by contacting the Manager, Total Rewards.

**Temporary employees are not eligible to participate in the LAPP pension plan.**

## 13.0 Long Service Award

An Annual Service Award of three hundred (\$300) dollars shall be paid to **continuous** employees on staff as of December 1 of each year and who have been employed by the

Board for a period of not less than fifteen (15) continuous **completed** years **of service** from the date of hire. This payment shall be made as part of a regular pay day in December.

## 14.0 Service / Retirement Allowance

At the time of retirement or resignation from the CBE, **continuous** full-time exempt employees shall receive an allowance. **Continuous** part-time employees are eligible for this allowance on a prorated basis.

<b>Years of Completed Continuous Services</b>	<b>Retirement or Resignation for AMP/SMP/ASP:</b>
After 10 years	1 months' salary
After 15 years	2 months' salary
After 20 years	3 months' salary

Exempt employees, who relinquish a position within their exempt group for alternate employment with the CBE for any reason, will retain the following rights to access the allowance provisions:

- **All continuous service with CBE shall be recognized**
- The salary shall be the employee's salary at the time of retirement or resignation
- Should the terms and conditions of employment applicable to the position the employee occupies at the time of retirement or resignation provide for an allowance, no additional benefits shall be payable under this provision

## 15.0 Leaves

Leaves not covered **by the terms herein** may be considered, based on **approval by the employee's direct supervisor and their Superintendent.**

### 15.1 Sick Leave

Sick Leave is designed to protect employees from the impact of unavoidable illnesses that necessitate short-term absences from work.

Employees shall be entitled to sick leave, with pay, on the basis of two (2) days per month for each month worked. Employees transferring from positions within the CBE to an exempt position will retain any accumulated sick leave entitlement accrued from their previous position at the time of transfer. Upon transfer to a non-exempt position the employee will be entitled to the sick leave provisions as outlined within the appropriate collective agreement with the Association or Union and the CBE.

Unused sick leave shall be accumulated to a maximum total of 260 working days.

An employee who is unable to report for work due to sickness shall notify their supervisor at the earliest opportunity.

**For absences of five (5) consecutive working days or less, employees are required to submit their sick time upon return to work.**

**For absences in excess of five (5) consecutive working days, a CBE Certificate of Illness completed by a qualified medical or dental practitioner is required.** Upon submission of a receipt for the cost of completing the certificate along with the completed Certificate of Illness, the CBE will pay an amount up to the maximum specified in the Alberta Medical Association guidelines.

**The Employer shall seek further medical clarification in circumstances which may warrant additional medical information.**

**If deemed necessary, the CBE may request a Certificate of Illness for a period less than five (5) consecutive working days.**

Attendance is considered as criteria of performance and is measured when assessing overall employee performance at work. Employees who are incapable of providing regular and consistent attendance may fail to meet the requirements for continued employment.

#### **15.1.1 Death Benefit**

In the event of the death of an employee, accrued sick leave benefits shall be paid to:

- the beneficiary designated for the Group Life Insurance Plan or;
- **the beneficiary designated for the Local Authorities Pension Plan, or Alberta Teachers Retirement Fund, where the employee did not participate in the Group Life Insurance Plan or;**
- **the estate of the employee, where the employee did not participate in the Group Life Insurance Plan, the Local Authorities Pension Plan, or the Alberta Teachers' Retirement Fund**

In the event of the death of an employee or the dependent of an employee covered by Life Insurance, the Superintendent of Human Resources **must** be contacted immediately.

#### **15.2 Supplementation to the Workers Compensation Award**

**Where an employee is prevented from performing their regular duties with the CBE due to an occupational accident or injury recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the CBE will supplement the award. This payment is reflective of the loss of wages by an amount which, when added to the award, will equal 100% of the employee's regular net wage (gross minus Canada Pension Plan (CPP) and Employment Insurance (EI) deductions). This supplement shall be paid by the CBE while the employee receives compensation from The Workers' Compensation Board, until the employee returns to full active duties of their position, is placed on a long term disability leave of absence or until the employee retires, whichever occurs first. Benefits entitlement and eligibility shall be in accordance with Section 11 - Group Benefits.**

#### **15.3 Long Term Disability**

Long term disability (LTD) benefits eligibility will be considered **following** the later of 90 calendar days, 60 working days or any accumulated sick leave, from the commencement of illness or injury. Eligibility for LTD benefits will be determined by the benefit provider. Additional information can be found in the CBE staff insite:

Link: <https://insite.cbe.ab.ca/career/benefits-pension/Pages/default.aspx>

#### **15.4 Leaves of Absence for Health Reasons**

An employee may be considered for an approved, unpaid leave of absence **due to illness** for up to one year in **situations whereby** the employee does not qualify for long term disability **benefits**. Approved leaves for health reasons are without pay and at no cost to the CBE.

Under extenuating circumstances, the Chief Superintendent or delegated authority may grant leaves of absence at no cost to the CBE in excess of the one year period stated above.

A CBE Certificate of Illness completed by a qualified medical or dental practitioner is required for leaves due to health reasons and must be submitted to the Employee Health Resource Centre.

#### **15.5 Returning to Duty following Illness (Illness, LTD and/or Leave of Absence for Health Reasons)**

Employees granted leaves of absence for illness and who indicate they are **able** to return to work shall be **assigned to** the first available and appropriate position as determined by the Superintendent of Human Resources or delegated authority, subject to the employee providing a completed Return to Work Certificate to the Employee Health Resource Centre.

Employees will be returned to work as follows:

- (i) Full-time regular duties in their position at the salary they received immediately prior to the commencement of the leave;
- (ii) Modified employment in their position at a rate of pay adjusted for the change in the employee's work, should the CBE determine this accommodation can be provided. **Accommodation requirements by law will be adhered to.**

#### **15.6 Maternity Leave**

Upon written request, an employee who has completed their probationary period shall be entitled to maternity leave of up to six (6) months commencing on the child's date of birth. Maternity leave may be comprised of health-related and non-health-related periods.

An employee is expected to provide a minimum of one (1) month's written notice of their intention to take a maternity leave. **A medical certificate indicating that the employee is pregnant and providing the estimated date of birth may be requested.** The employee **shall** provide at least 30 days written notice of their intention to return to work from such leave.

An employee may take up to twelve (12) weeks of maternity leave prior to the estimated date of birth. This period of leave **shall** be included as part of the six (6) month maternity leave.

Should an employee wish to continue participating in the group benefits plan during the maternity leave, the premiums will continue to be shared between the CBE and the

employee as per the group benefits provisions. Notice of such intent must be included in the written notice of intention to take maternity leave.

An employee may return to duty prior to the expiration of leave granted, provided a medical certificate is submitted indicating that the resumption of work will not endanger the employee's health, and a suitable position is available.

Upon return from leave, the employee will be reinstated in the position occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time the maternity leave commenced.

### **15.6.1 Supplementary Employment Benefits**

An employee shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to one hundred (100%) percent of salary. The payment of this benefit shall commence on the child's date of birth and will continue during the health-related portion of the maternity leave during which the employee would otherwise be eligible to receive sick leave benefits.

Supplementary Employment Benefits will be paid for a period of eight (8) weeks following the child's date of birth provided the employee is otherwise eligible to receive sick leave benefits.

Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the child's date of birth shall require satisfactory medical evidence of disability **and may be paid up to a maximum of thirteen (13) weeks (inclusive of the initial 8 weeks)**.

Supplementary Employment Benefits shall be paid only during the period in which the employee is in receipt of Employment Insurance Benefits and shall include full salary during any waiting period of 2 to 3 weeks prior to receipt of such benefits.

## **15.7 Adoption Leave**

An employee may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption **and custody** of a child.

Upon written request, an employee who has completed their probationary period is entitled to adoption leave without pay for a period of up to six (6) months commencing on the date the child is placed with the employee for the purpose of adoption.

An employee shall provide the CBE written notice at least thirty (30) days prior to the date that the employee will commence adoption leave, unless the date of the child's placement with the employee was not foreseeable. If the employee cannot comply with the written notice requirement, the employee must give the CBE written notice at the earliest possible date that the employee will start or has started adoption leave. The employee will provide at least 30 days written notice of their intention to return to work from such leave.

During an adoption leave an employee shall not accumulate vacation time or salary increase.

The premiums will continue to be shared between the CBE and the employee during the adoption leave should an employee wish to continue participation in the group benefits plan.

Notice of such intent must be provided in writing to the CBE at the same time the adoption leave is requested.

An employee may return to duties prior to the expiration of leave granted, provided a suitable position is available.

Upon expiration of the leave, an employee shall be reinstated in the position occupied at the time the adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.

### **15.8 Parental Leave of Absence**

Upon written request, an employee shall be granted parental leave, without pay, as an extension of maternity leave or adoption leave. Parental leave shall not exceed an additional six (6) months.

An employee who has not accessed maternity leave or adoption leave who has successfully completed their probationary period is entitled to a parental leave without pay of up to thirty-seven (37) weeks within a fifty-two (52) week period after the birth of the employee's child or after a child has been placed with the employee for the purpose of adoption.

Where both parents are **continuous** employees of the CBE, the parental leave may be taken by either or both parents.

While on parental leave of absence, an employee may access the group benefits plan at no cost to the CBE.

During the period of parental leave, an employee shall not accumulate vacation time or salary increase.

Upon expiration of the parental leave, the employee shall be reinstated in the position occupied at the time the leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time parental leave commenced.

### **15.9 Extended Parental Leave**

Upon written request at least one month prior to expected return date, an employee may be granted extended parental leave, without pay, at the discretion of the CBE and subject to operational requirements, and approval by the employee's Superintendent or delegated authority and Superintendent of Human Resources or delegated authority. The extended parental leave shall not exceed twelve (12) months.

Upon expiration of the parental leave, the employee shall be reinstated **to** the position occupied at the time the leave commenced, or provided alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time extended parental leave commenced.

### **15.10 Other Parental Leave**

An employee may be granted, upon request, up to three (3) days' leave with pay at the time of the birth of their child.



### 15.11 General Leave of Absence

Requests by **continuous** employees for unpaid leaves of absence of up to a maximum of one year shall be made in writing with the support of the department supervisor to the employee's Superintendent or delegated authority and may be granted at the discretion of the employer to a maximum of one year. The employee's position will be held for the leave period.

An employee **shall** continue to accrue vacation credits and benefits during the first 20 consecutive work days of the unpaid leave of absence.

If the unpaid leave of absence exceeds 20 consecutive work days, the employee shall not accumulate vacation credits from the 21st day of the unpaid leave to the last day of the unpaid leave. Further, maintenance of employee benefits shall be conditional upon the employee paying the full costs of such benefits.

### 15.12 Educational Fellowships Leaves

The CBE recognizes the **need of employee professional growth**. The granting of leaves of absence for the purpose of educational improvement will be subject to the following conditions:

- The prime consideration for all educational leaves shall be the future staffing needs of the school system
- Employees who have completed three years or more of service will be eligible to apply for educational leave
- Employees **shall** not be granted leave to obtain qualifications which are **required** for the position held except where:
  - there is economic benefit to the CBE in developing an internal employee rather than through external recruitment;
  - retraining is necessitated because of changed programs or functions; and
  - labour market conditions are such that qualified applicants are unlikely to be available to meet the CBE's future staffing needs.
- Leaves will be granted for a period of one year but may be extended for completion of the same program for which the original leave was granted
- All leaves are subject to recommendation by the **Superintendent of Human Resources, or delegated authority**, and approved by the Chief Superintendent of Schools or delegated authority
- Leaves may be granted without pay, maintenance of group benefits or with financial assistance of up to 65% of the employee's current annual salary in effect at the time of the leave, based on the following:
  - The immediacy of benefit to the CBE resulting from the training acquired;
  - The past and anticipated future contribution of the employee to the organization; and
  - The obligation of the CBE to provide such training **due to organizational changes that result in** elimination of the need for the employee's existing skill and knowledge.

**Continuous** employees granted financial assistance shall enter into a written agreement with the CBE to serve with the CBE for one month for each month of financial assistance received. Should the employee resign, or retire prior to completing this service commitment, the employee will reimburse the CBE for the outstanding portion of financial assistance.

## **15.13 Personal Leaves**

### **15.13.1 Personal Leave Days**

**Effective January 1, 2015 and every year thereafter, continuous exempt employees (with the exception of Superintendents) and temporary exempt employees with a contract of 4 or more months duration, will be granted personal leave days, not to exceed two (2) paid days each calendar year.**

**Personal leave days will be taken at a time mutually agreed to by the employee and their Supervisor or designate, taking into consideration the needs of the employee and the need to minimize the operational impact of the leave. Personal leave days will be taken at the equivalent of one (1) full day (half days and quarter days do not apply).**

**All newly hired employees will receive two (2) days of personal leave irrespective of their start date within a calendar year. The administration of personal leave days is not meant to create additional accounting. As such, personal leave days must be used by December 31 of the year in which they have been allocated. Any unused days are not carried forward, nor compensated to the employee in lieu of the time.**

### **15.13.2 Exam Writing**

**Upon written request, and approval, a paid leave of absence will be granted to write an examination which occurs during regularly scheduled work hours, the purpose of which is to increase academic or professional qualifications.**

### **15.13.3 Convocation**

**Upon written request, and approval, a paid leave of absence of up to one (1) day will be granted to attend the **post-secondary** convocation of the employee or the employee's immediate family.**

### **15.13.4 High School Graduation**

**Upon written request, and approval, a paid leave of absence of one (1) day will be granted to attend the high school graduation of the employee's immediate family.**

## **15.14 Compassionate Leaves**

**Upon written request, and approval, an employee will be granted up to five (5) days leave of absence, with pay and up to a further five (5) days without pay in cases of pressing emergency. Pressing emergency shall be confined to cases of serious injury, major surgery, critical illness or other family emergency for the purpose of attending to the needs of an**

employee's immediate family, as defined in **3.0**. Approval for such leave **shall** be granted by the employee's Superintendent or delegated authority.

Additional leave may be granted, at the discretion of the employee's Superintendent, or their designate, when circumstances warrant **additional** time.

Unpaid compassionate leaves **may** be eligible for Employment Insurance Compassionate Care Benefits. For more information please refer to the Service Canada website:

Link: <http://www.servicecanada.gc.ca>

#### **15.15 Bereavement Leave**

Bereavement leave with pay shall be granted to **continuous and temporary** employees for three (3) working days. **An** additional two (2) days **with pay** shall be granted if time is required for travel purposes to attend to matters surrounding the death of a member of an employee's immediate family.

Additional leave may be granted by the employee's Superintendent or delegated authority when circumstances **are warranted**.

#### **15.16 Professional Association Leaves**

The CBE encourages employees to be actively involved in leadership roles with their professional **association**. **The** CBE recognizes that such involvement may on occasion require them to be absent from their regular duties.

With approval of the employee's Superintendent or delegated authority, employees may be permitted a leave of absence to participate in the activities of their professional associations **providing operational needs are met**.

#### **15.17 Political Activities Leave**

The CBE recognizes the right of employees to campaign for and hold political office in municipal, provincial and federal fields and may grant unpaid leave to employees for these purposes.

Should an employee wish to request a leave for this purpose, a letter **shall** be submitted to the Superintendent of Human Resources or delegated authority, requesting a leave for political activity **including the time duration and specifics**.

#### **15.18 Court Appearance / Jury Duty**

Upon application, court appearance leave **will** be paid to **continuous and temporary** employees to serve as a juror or when subpoenaed as a witness in court when not a party to the proceedings. Fees paid by the court will be reimbursed to the CBE, except for travel and meal allowances.

#### **15.19 Deferred Salary Leave Plan**

The Deferred Salary Leave Plan allows employees to defer a portion of their salary for a specified period of time in order to finance a leave of absence at a later date. Upon approved application, an employee is eligible having been continuously employed by the CBE for a minimum of seven (7) years at the time the leave commences. Employees seeking further details regarding the plan are asked to go to the CBE staff insite:

Link: <https://insite.cbe.ab.ca/career/leaders/leaves-accommodations/Pages/default.aspx>

## 16.0 Personalized Learning and Development

### 16.1 Employee Initiated

Exempt employees may **request** advanced approval of reimbursement for a portion of self-initiated learning costs. **Employees shall apply to the Superintendent of their department.** Decisions are based on the operational needs of the department and the budget.

In order to be eligible for CBE assistance:

- The exempt employee must have completed their probationary period
- The course(s) **must** add to the effectiveness of the employee in the performance of their duties
- The course(s) **must** align with the CBE priorities as indicated in the Three Year Plan
- Employees must include a letter of support from their immediate supervisor
- Requests must be submitted in advance of the requested start date

Each Superintendent will determine if support for the request **shall** be granted based on the operational needs, department budget and relevance of the learning to current and future organizational needs.

Upon approval of the employee's request:

- A reimbursement amount will be determined for a portion of the costs (Up to 75%)
- Eligible costs may include tuition, books, course costs, travel, and/or accommodation.
- Reimbursement for agreed upon costs paid through the employee's department upon submission of original receipts as proof of payment.
- Proof of satisfactory completion must be provided by the employee prior to receiving reimbursement. (This may be done on a semester or course by course basis)

In the event the employee terminates their employment with the CBE within 12 months of completing a reimbursed course/program of studies, the CBE reserves the right to consider reimbursement of funds on the basis of 1/12 for each remaining month up to the 12<sup>th</sup> month.

### 16.2 Employer Initiated

**Where the Employer initiates courses for employees, they** will be reimbursed at 100% of the tuition fees and cost of textbooks.

## 17.0 Termination of Employment

### 17.1 Voluntary Termination

An employee **is expected to** inform their supervisor of their intention to resign their employment as far in advance as possible. A minimum of two (2) weeks' notice in writing is **expected** for all exempt employees.

Upon completion of employment, the employee agrees to return the following items to their supervisor, including but not limited to:

- Documents & passwords;
- Corporate credit cards;
- All keys, security cards, and parking passes;
- Other items such as laptops, computers, Blackberry, cell phones, etc.

## 17.2 Involuntary Termination

### 17.2.1 With Cause

Where an employee **warrants** cause for termination, the CBE may terminate the employee in its absolute discretion, without notice of termination or service/retirement allowance, or pay in lieu of notice of termination. Employees are not entitled to a service/retirement allowance if they are terminated for cause.

**Employees may be subject to performance management in circumstances which warrant the need.**

### 17.2.2 Without Cause

The CBE may terminate an employee at any time, without cause, by providing the employee with working notice (the Notice Period) or pay in lieu of notice (Severance Payment).

### 17.2.3 Probationary Period Termination

New employees serve a six (6) month probationary **period with the CBE**. The CBE is not required to provide notice or pay compensation to employees on probation of less than **six (6)** months. The CBE will **provide** notice of termination and pay compensation of one week upon termination for employees on probation greater than **six (6)** months.

### 17.2.4 Long-Term Disability at the Time of Termination

If **an** employee is receiving long-term disability benefits at the time of the termination of employment, the employee will be entitled to the continued disability benefits as provided for in the employer's benefit plan, or to receive salary in lieu of working notice.

### 17.2.5 Outplacement Services

An employee whose employment is terminated on **a without cause** basis will be offered outplacement services to assist them with career transitioning.

## 18.0 Total Rewards Philosophy

The CBE believes in providing employees with challenging work, support for their development and rewards for their contribution. In return, the CBE expects employees to accept accountability for their position and to effectively apply the skills needed to meet organizational objectives.

The CBE provides and maintains a fiscally responsible total rewards program compatible with, and supportive of, the overall organizational philosophy in exchange for employee's time, talents and contributions. This total rewards strategy includes a number of components:

- Direct Compensation: Competitive salaries;
- Indirect Compensation: **Competitive** benefit programs, pensions, **vacations, holidays, flexible work options**;
- Personalized learning and career development;
- Value and recognition; and
- A safe and healthy work environment.

## 19.0 Compensation Guidelines

### 19.1 Direct Compensation

The CBE believes in treating employees equitably and strives to achieve equity through its compensation policies and practices in three (3) key areas:

- **Internal equity** through an internal evaluation system;
- **External equity** comparison to relevant external market comparators; and
- **Individual equity** by acknowledging that employees **possess** varying degrees of **experience and education**.

**Direct compensation will be:**

- Internally equitable in relation to the value of each position;
- Externally competitive in relation to relevant market comparators; and
- **Reflective of individual experience.**

### 19.2 Salary Plan

The salary plan is designed to respond to the needs of the organization, and more specifically to enable the attraction and retention of skilled, and motivated employees.

#### The Salary Plan

- Applies to all exempt positions;
- Establishes a salary range for each position and a mechanism for salary progression within the salary range;
- Offers flexibility to manage pay and grant adjustments while considering a combination of factors;
- Provides a common review period for annual salary progression.

## 20.0 Salary Ranges

Salary ranges will be developed by Human Resources, Total Rewards for each position based on the role and responsibilities of the position and on relevant comparator market data. Salary ranges will be adjusted on a periodic basis to reflect changing labour market conditions. The maximum of the range cannot be exceeded.

## 20.1 Special Adjustments

On occasion, adjustments outside of the normal salary schedule and guidelines may be necessary to improve or correct pay relationships between individuals in the same or comparable positions. Special adjustments must be brought forward by the Supervisor to the Superintendent of Human Resources for consideration and approval.

## 21.0 Salary Administration Procedures

### 21.1 Salary Adjustments

#### Pay for Experience

Progression through the salary range, up to the established salary range maximum, will be based on **grade entry experience. Salary increments of one (1) step will be awarded effective on each employee's grade entry date.**

#### Market Increases

**The awarding of any market adjustments to the overall salary grid is subject to the organization's ability to pay and with the approval of the Board will be administered on January 1 each year.**

### 21.2 Pay for New Hires

The following process will be used to determine the starting salary for new employees:

- The position will be defined **through an accurate job description written by the supervisor.**
- **The position will be** evaluated and assigned a salary range by Human Resources.
- The starting salary will be determined following consultation with Human Resources and will take into account the **qualifications of the job, the** new hire's experience, skills and competencies, and current placement of employees in comparable positions.

### 21.3 Voluntary Transfer to a Position with a Lower Salary Range

If an employee voluntarily transfers to a position with a lower salary range, he/she will be placed at a point in the new range that takes into account **the qualifications of the job,** experience, skill and competencies. This new placement will not exceed his/her former rate of pay.

### 21.4 Wage Protection

Where, through transfer or reclassification, an employee's current salary is greater than the salary range maximum of their new classification or their new job to which they are now assigned, their salary will be frozen and wage protected (red circled) at this rate until the salary maximum of the new salary range reaches the employee's current salary.

## 21.5 Lateral Transfer

A lateral transfer, defined as a different position at the same salary range, will not necessarily trigger a salary adjustment.

## 21.6 Increases for Promotions, Acting Assignments and Job Reclassifications

**For a promotion or reclassification to a position with a higher salary range, or official designation as “acting” in a higher range in the absence of an incumbent for a minimum of 20 business days, employee placement in the new range will be determined following consultation with Human Resources and will take into account the employee’s experience, skills and competencies, and current placement of incumbents with comparable positions.**

**For Acting Assignments, the employee shall not be eligible for any other benefits or entitlements other than salary recognition.**

## 21.7 Delegation of Authority

Delegation of Authority where a supervisor is away from the office does not trigger a salary adjustment.

## 21.8 Salary Differentials Related to Supervisor Relationships

To alleviate compression, which may result from the supervision of employees, **the salary of a supervisor may be adjusted.** The supervisor’s Superintendent, in consultation with Human Resources, Total Rewards determines whether the supervisor’s salary should be adjusted and recommends the amount of the salary differential. **Factors such as the qualifications of the job, skills, knowledge, experience, and abilities of the supervisor are also considered.** After analyzing the particular circumstances of each salary compression application, Human Resources, Total Rewards will develop a recommended approach **for approval by the Superintendent of Human Resources.**

## 22.0 Performance Recognition and Personalized Learning Program

The CBE believes that a well-designed and supportive Performance and Personalized Learning Program presents a significant opportunity to:

- Align individual performance expectations with the Three - Year Education Plan, Results and Operational Expectations, and the Annual Strategic Objectives;
- **Assist in** individual performance expectations;
- **Assist in defining and establishing** group performance expectations;
- **Recognize an employee’s contribution on an individual basis;**
- Support quality initiatives;
- Support career planning;
- Provide ongoing opportunities for supervisors to coach, and encourage personalized learning; and
- Provide a framework for staffing and succession planning decisions.

Fundamental to achieving the CBE’s overall strategic direction is a management philosophy that embraces the following guiding principles concerning performance, recognition and personalized learning:



- A partnership between the CBE and its employees;
- A linkage to the organization's Three - Year Education Plan, Results and Operational Expectations;
- A focus on performance recognition and personalized learning, individual success and employee satisfaction;
- Achieving annual strategic objectives as identified by Superintendents' Team.
- An opportunity for employees to participate in the development of objectives and performance criteria; and
- A means of promoting fair, honest and constructive communication between the supervisor and employee regarding expectations and performance.

A Performance Plan **may** be developed for exempt employees in the organization. The employee and their supervisor **may** jointly develop the performance plan; and the supervisor will approve the plan.

## 23.0 Right of Appeal

An employee, **who views their rights have been violated shall review this** matter immediately with their supervisor. If at the conclusion of this discussion, the matter is not settled to the satisfaction of both parties, the employee shall submit their concerns, including remedy sought, in writing within five (5) working days of the initial discussion to their supervisor. The supervisor will provide a response in writing within five (5) working days of the receipt of the employee's written correspondence.

If a satisfactory resolution is not achieved between the employee and supervisor, the employee may refer the issue to the **next level of supervision** to review the matter **with the department's Superintendent**.

Failing satisfactory resolution, the employee may refer the issue to the Superintendent of Human Resources to render a decision in writing to the employee within ten (10) working days, which will be binding.



# Calgary Board of Education

## 2016 Exempt Staff Salary Ranges

Grade	1	2	3	4	5	6	7	8	9
A	\$47,465	\$49,601	\$51,833	\$54,165	\$56,603	\$59,150	\$61,812	\$64,593	\$67,500
B	\$51,860	\$54,194	\$56,632	\$59,181	\$61,844	\$64,627	\$67,535	\$70,574	\$73,750
C	\$57,134	\$59,705	\$62,392	\$65,199	\$68,133	\$71,199	\$74,403	\$77,751	\$81,250
D	\$63,287	\$66,135	\$69,111	\$72,221	\$75,471	\$78,867	\$82,416	\$86,124	\$90,000
E	\$70,319	\$73,483	\$76,790	\$80,245	\$83,856	\$87,630	\$91,573	\$95,694	\$100,000
F	\$79,987	\$83,587	\$87,348	\$91,279	\$95,386	\$99,679	\$104,164	\$108,852	\$113,750
G	\$88,777	\$92,772	\$96,947	\$101,309	\$105,868	\$110,632	\$115,611	\$120,813	\$126,250
H	\$99,325	\$103,795	\$108,465	\$113,346	\$118,447	\$123,777	\$129,347	\$135,167	\$141,250
I	\$108,994	\$113,898	\$119,024	\$124,380	\$129,977	\$135,826	\$141,938	\$148,325	\$155,000
J	\$126,573	\$132,269	\$138,221	\$144,441	\$150,941	\$157,733	\$164,831	\$172,249	\$180,000
K	\$149,427	\$156,151	\$163,178	\$170,521	\$178,194	\$186,213	\$194,593	\$203,349	\$212,500