

## CONNECT CHARTER SCHOOL SOCIETY

Policy Title: **Employee Relations**

Policy No. **4.01**

**RATIONALE:** As a charter school, we are required to implement innovative practices in teaching and learning. The board recognizes the need to hire the best staff available and to provide a school environment in which staff feel supported and encouraged to place them on the leading edge of educational practice.

**POLICY:** The Board of the Connect Charter School believes that highly qualified, competent, and motivated employees are essential to the success of all aspects of the school.

### **PRINCIPLES:**

1. Employee information is gathered and maintained with due regard to the utmost confidentiality.
2. Continuity of instruction is a primary consideration with respect to personnel administration.
3. The Board supports granting temporary leaves of absences to its employees.
4. Salaries and increments for teaching staff will be based on the current collective agreement between the Calgary Board of Education and its teachers.
5. Salaries and increments for support staff and caretaking staff, will be annually reviewed by school administration and approved by the Board through the budgeting process.
6. Vacation accrual for support staff and caretaking staff members, other than teaching staff, will be 4% (two weeks) for less than 3 years of employment and 6% (three weeks) after 3 years of employment.
7. Participation in the employee benefits plan is mandatory for all qualifying staff members.
8. Upon signing a contract, all teaching staff, support staff, caretaking staff, and administrative staff are required to supply: (i) a certificate letter from Calgary Police Service, or similar document from any other applicable

Canadian local police agency, providing the results of a Police Information Check; and (ii) the results of a Child Intervention Record Check.

9. All employees are required to immediately declare to the Principal any criminal charge filed against them.
10. Substitute teachers also must supply: (i) a certificate letter from the Calgary Police Service, or similar document from any other applicable Canadian local police agency, providing the results of a Police Information Check, and (ii) the results of a Child Intervention Record Check prior to their name being registered on the substitute roster, and every three years thereafter.
11. The Board values and encourages teachers to grow professionally through pursuing professional development opportunities and graduate or post-graduate studies.

First Reading	<u>April 15, 2004</u>	Amended	<u>December 13, 2011</u>
Adopted	<u>May 13, 2004</u>	Amended	<u>October 16, 2012</u>
Amended	<u>June 7, 2005</u>	Amended	<u>December 17, 2013</u>
Amended	<u>October 17, 2006</u>	Amended	<u>April 11, 2017</u>
Amended	<u>September 11, 2007</u>		
Amended	<u>November 4, 2008</u>		
Amended	<u>November 23, 2010</u>		
Amended	<u>September 20, 2011</u>		

## **PROCEDURES**

### **1. Sick Leave**

- a. Staff may access up to 20 days per school year with no loss of salary. Staff members will notify the school office of an absence as soon as possible or, at minimum, at the beginning of their scheduled shift.
- b. Sick leave will not be accumulated from year to year.
- c. The Principal, in consultation with the Superintendent and Secretary Treasurer, may extend the amount of paid sick leave granted to an employee within a given school year.
- d. After 4 consecutive days of absence, a doctor's note must be submitted to the Principal.

## 2. Personal Leave

Staff may access up to 3 days of **specified personal leave** per school year with no loss of salary for extenuating circumstances. Examples of extenuating circumstances are given below. Except in cases of emergency, arrangements must be made in advance with the Principal.

Extenuating circumstances that take place during school operational days include, but are not limited to:

- family emergency (for example sudden illness of spouse or dependent children),
- birth of employee's child
- personal court appearances (does not include instances where the teacher is a party),
- attendance at a funeral of someone other than those specified under "compassionate leave" below,
- marriage of the teacher,
- attendance at a wedding of a family member,
- being a member of a wedding party,
- significant family celebrations,
- religious holy days that would preclude the teacher from working,
- participation in significant events of national service or religious organizations (for example, being a member of the executive of Cancer Society, Red Cross, or a political party),
- participation in national and/or international events that required qualifying (for example, national sports events or performing arts events) where the teacher is not a paid performer.

Teachers have access to an additional 2 days of **unspecified personal leave** per school year, with full pay less the deduction of substitute teacher pay. Support staff have access to an additional 2 days of **unspecified personal leave** per school year with full pay, less the deduction of 50% of the employee's daily rate.

The Principal must be consulted as to the intent to use unspecified personal leave as early as possible.

The Superintendent will use his or her discretion in granting extended leaves of absence, with the primary consideration being continuity of instruction. This leave will not be granted to extend or create vacation time.

### **3. Compassionate Leave**

Staff may access up to 5 days leave with no loss of salary in the case of a death or critical illness of a close family member. A close family member includes spouse, common law spouse, or adult interdependent partner, or any of the following relations of an employee or their spouse, common law spouse, or adult interdependent partner: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, and the spouse, common law spouse, or adult interdependent partner of any of them. Staff may apply to the Superintendent for additional days if required. Staff may access up to 1 day leave to attend the funeral of a person, other than family.

### **4. Maternity and Parental Leave**

Leave for mothers, fathers and adoptive parents will be consistent with the Alberta Employment Standards Code and Employment Standards Regulations.

An information package will be provided to the employee informing them of important facts and procedures surrounding maternity and parental leave.

#### Benefits

During the health-related portion of maternity leave (normally 6-8 weeks after the baby is born) the Connect Charter School will cover the employer-related costs of the Sun Life benefits. The employee will remain responsible for their employee portion of the Sun Life premiums.

After this health-related period and during parental leave the employee can elect to continue Sun Life benefits at their own expense (for both the employer and employee costs) or they may choose to discontinue coverage for all benefits after signing a waiver form.

### **5. Other Job-Protected Leaves of Absence**

After ninety (90) days of employment, employees are eligible for any of the unpaid leaves of absence found in Alberta's Employment Standards Code and Employment Standards Regulations.

Eligibility requirements, leave duration and notice periods will be consistent with guidelines set out in Alberta's Employment Standards Code and Employment Standards Regulations.

A request for a job-protected leave of absence in excess of five days shall be presented to the Principal and upon recommendation by the Principal, approved by the Superintendent.

### **6. Legal Proceedings Leave**

A leave of absence with salary and benefits shall be granted:

- a. for jury duty or any summons related thereto, or

- b. to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of a witness.

## **7. Medical Leave of Absence**

### **a. Short-Term Disability (STD) Leave**

Employees who may qualify for Short-Term Disability (STD) benefits under the school's group insurance policy are responsible for applying to the insurance carrier for this benefit. It is recommended that the employee apply as early as possible for STD benefits (i.e. once it is apparent that the employee will or may be going on STD) to allow sufficient time for processing the application.

Where the employee who qualifies for STD benefits has unused sick leave days, the employee has two options:

- i. Utilize any or all of those remaining sick days instead of claiming STD benefits for those sick days. The employee realizes that upon their return to work, only any unused balance of sick days will be available for their use.
- ii. Claim STD in lieu of claiming the sick leave days (other than the five sick days necessary to qualify for STD). In this case, the employee retains the balance of sick leave days for later use, if needed. Where the employee is paid STD benefits in lieu of sick leave, the school will not "top up" the employee's salary.

For more information regarding STD benefits, please refer to the Sun Life group benefits booklet

### **b. Long Term Disability (LTD) Leave**

Employees who may qualify for Long-Term Disability (LTD) benefits under the school's group insurance policy are responsible for applying to the insurance carrier for this benefit. It is recommended that the employee apply as early as possible for the LTD benefits (i.e. once it is apparent that the employee will or may be going on LTD) to allow sufficient time for processing the application.

If an employee is disabled and receiving WCB benefits, an application for LTD should also be submitted to the group insurance carrier in order to establish eligibility for the LTD benefit.

Employees who have been approved for LTD continue to participate in health and dental benefits based on coverage and salary immediately prior to the date of disability, to a maximum of two years. Continuation of coverage beyond two years will be reviewed on a case by case basis.

For more information regarding LTD benefits, please refer to the Sun Life group benefits booklet.

## 8. Time in Lieu – Non-Certificated Staff

In compliance with the Employment Standards Code, non-certificated staff will be granted time off in lieu of compensation for those hours worked in excess of that employees regularly scheduled weekly hours. Banked overtime shall be provided and taken within six (6) months of the end of the pay period in which it was earned. Banked hours will be calculated at a rate of one and a half (1.5) hours off for each hour of overtime worked. The supervisor of the staff member must approve both the hours claimed and when they will be used.

## 9. Professional Development

The school budget includes an annual allotment of professional development money for each staff member in accordance with the individual's professional development growth plan and/or the school based professional development plan. Funds may be used to cover conference registration, tuition, travel and subsistence, and substitute teaching costs

## 10. Professional Improvement Assistance

In setting the annual budget, the Board will be responsive to the number of applications for Professional Improvement Assistance that are received by April 30<sup>th</sup>. This money is available to help offset the tuition costs of graduate or post-graduate work and, in special circumstances, to provide paid leave to allow participation at seminars, lectures and unique learning opportunities. Teachers may apply for assistance to a maximum of \$5000.00 over the course of their graduate program. Application will have to be made only once per degree with tuition receipts submitted yearly. Remuneration for tuition will be contingent upon proof of successful completion of course requirements and submission of appropriate receipts.

Applications must meet certain requirements in order to be considered for approval:

- The teacher must be enrolled in a recognized graduate level program,
- It is recommended that the teacher have a minimum of 5 years teaching experience with at least one year at Connect Charter School, AND
- The teacher must submit their application for professional improvement assistance to the professional improvement assistance committee (comprised of a minimum of one Board member, the superintendent(s), principal, assistant principal(s), and vice principal(s)) by April 30<sup>th</sup>.
- The written application must address the following criteria:
  - Alignment with Teacher Learning Plan (TLP) – How does the program align with the teacher's TLP?

- Teacher qualification upgrading – is the program recognized by the Teacher Qualification Service?
- Primacy of Instruction – what impact will the program have on the students?
- Meeting school needs – how will the program enhance the learning environment of Connect Charter School and align with the school's goals and Charter goals?
- Service to the school – In what ways will the teacher share their learning with other teachers?

Procedures Updated December 18, 2017, to align with Alberta's Employment Standards Code effective January 1, 2018