



OTATOSKEWAK (STAFF)  
HANDBOOK

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# 1. GENERAL

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The guidelines contained in this employee Handbook apply to all employees of the Maskwacis Education Schools Commission (“MESC”) subject to any express terms contained in any employment agreement between an employee and MESC. In the event of an inconsistency between the terms of any contract of employment and this employee Handbook, the employment agreement shall govern to the extent of such inconsistency.

# 2. DEFINITIONS

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## 2.1 Employment Agreements:

All MESC Employees sign an Employment Agreement with the school district. It is a legally binding agreement and outlines the terms of employment with MESC. The contents of Employment Agreements are followed when there are discrepancies between Employment Agreements and other MESC policies, procedures, documents and files.

## 2.2 12-month employee:

A “12-month employee” is defined as an employee who occupies a position designated as a full-time 12-month position, who is rated as full-time for their classification, the existence of which is intended to be of a continuous nature.

## 2.3 10-month employee:

A “10-month employee” is defined as an employee who occupies a position designated as a full time 10-month position, rated as full time for their classification, the existence of which is intended to be of a continuous nature.

## 2.4 Part time employee:

A part time 12-month employee or a part time 10-month employee is defined as an employee who works on a regular basis for less than the full-time rating for their classification, the existence of which is intended to be of a continuous nature. Part time employees who

work 20 or more hours per week are entitled to participate in the benefits and pension plan.

### **2.5 Temporary employee:**

A “temporary employee” is any employee who is replacing an existing position for a fixed term. 10 month employees hired after September 30 of the school year are placed on a term contract.

### **2.6 Casual employee:**

A “casual employee” is an employee who is employed on a day to day basis. Supply teachers fall in this category.

## **3. EMPLOYEE RECORDS AND VERIFICATIONS**

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Retention of and access to employee personnel and payroll records is governed by applicable law. If an employee requires verification of their date of hire, current wage/salary, job position or prior employment history for any reason, the employee must submit a written and signed request to Peoples Services.

Employees must immediately notify PeoplesServices of any changes to address, telephone number, number and names of dependents, emergency contact information or any other changes in the information retained on file.

## **4. PAY PERIODS**

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Employees shall be paid on a bi-weekly pay period schedule as determined by MESC.

## 5. BENEFITS AND PENSION

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- 5.1** Eligible employees, as outlined in [Section 11](#), shall be entitled to receive the following cost-shared benefits as outlined in the Benefits a Pension Handbook. These include coverage for:
- Prescription Drugs;
  - Extended Health (paramedic and professional practitioners & medical supplies);
  - Vision;
  - Dental;
  - Best Doctors Service;
  - Emergency Medical Travel Assistance;
  - Employee and Family Assistance Program (HomeWood Health);
  - MESC administered Wellness Spending Account.
- 5.2** The following insurance benefits are mandatory for all employees who have an [eligible employment agreement](#):
- Life insurance;
  - Dependent Life Insurance;
  - Accidental Death and Dismemberment insurance;
  - Short Term Disability;
  - Long Term Disability;
  - Critical Illness.
- 5.3** Participation in the MESC sponsored pension plan is mandatory for all employees who have an [eligible employment agreement](#):
- Employee contribution is 5.5% of gross salary
  - Employer contribution is 6% of gross salary

## 6. VACATION

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Employees must submit all vacation requests through the Atrieve Absence module, at least two (2) weeks in advance to their immediate Supervisor. Approval of such requests shall be subject to operational requirements.

Employee vacation entitlement is earned every pay period according to years of service and vacation incremental entitlement is based on the employee anniversary date. Employee vacation increment is reflected immediately after the 1st pay period subsequent to the anniversary date and is shown on the employee pay stub.

Employees are allowed to carry over a maximum of **10 vacation days** on March 31 of every year. The March 31 date is to ensure standard accounting practices are implemented for fiscal year end purposes. Employees still continue to earn vacation in accordance with their years of service irrespective of the March 31 date.

### 6.1 Employees on a twelve (12) month work year shall earn vacation at the following rates:

Year	Vacation	Earned/pay period
Year 1	2 weeks	0.384 days/pay period
Year 2-3	3 weeks	0.577 days/pay period
Year 4-6	4 weeks	0.769 days/pay period
Year 7-9	5 weeks	0.962 days/pay period
Year 10+	6 weeks	1.15 days/pay period

## **6.2 Employees on a 10 month work year do not earn vacation and will follow the school calendar.**

Vacation earning and entitlement is based on the employee's anniversary date (original hire date).

## **6.3 Examples of vacation calculation and carry over:**

### **6.3.1 Employee original hire date August 2018 - 18 pp to March 31**

- Employee is entitled to 2 weeks or 10 days which equals 0.384 days/paycheck
- Employee will have earned (18pp \* 0.384 = 6.91 days of vacation to March 31)
- Employee can carry the total days over to the next fiscal year

### **6.3.2 Employee original hire date August 2010 - 18 pp to March 31 (8 years of service)**

- Employee is entitled to 5 weeks or 25 days which equals 0.962 days/paycheck
- Employee will have earned (18pp \* 0.962 = 17.316 days of vacation to March 31)
- This employee will have to take 7.316 of vacation prior to March 31 and carry over 10 days April 1.

## 7. GENERAL HOLIDAYS

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The following are designated general holidays in Alberta:

New Years' Day	Civic Holiday
Alberta Family Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

### \*National Indigenous Peoples Day

(MESC honors National Indigenous Peoples Day as a holiday even though it is not recognized as a general holiday).

MESC will pay the employee general holiday pay equivalent to the employee's average daily wage. If any employee is required to work on a general holiday and the employee does work on such a day, the employee shall receive either:

- A. one and one half (1.5) times the employee's wage rate for each hour worked by the employee; or
- B. the employee's average daily wage plus one day holiday on a day that would otherwise normally be a working day,

Such determination will be made by the employee's supervisor. The employee shall not work on a general holiday unless directed to do so by the employee's supervisor.

Should a general holiday fall in conjunction with an employee's vacation leave that general holiday will not be considered as vacation leave. Employees can either take an additional day off in lieu of holiday or reduce their vacation request.

## 8. PAID LEAVE ENTITLEMENT

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Newly hired 12 month employees will be entitled to the following paid leave entitlements after working for MESC for ninety (90) days. Temporary employees' entitlements will be prorated.

### 8.1 Personal Leave

Up to three (3) days of paid leave per year for personal leave (i.e. cultural leave, family emergencies). Additional two (2) days of paid leave can be applied to participate in cultural ceremonies. Employees must submit a request for leave 7 days in advance.

### 8.2 Sick Leave

**8.2.1** Up to twenty (20) days of paid sick leave per year. Sick days will be prorated based on the employee's start date. **The increase from 15 days to 20 days is a temporary change in order to account for COVID-19.**

Sick leave is the period of time an employee is absent with full pay due to:

- Sickness (self or immediate family member)
  - If an employee is absent for more than three consecutive days, due to sickness, a medical certificate may be required;
- Medical or dental treatment for self or immediate family;
- An accident.

**8.2.2** An employee who becomes eligible for disability benefits will not be entitled to receive paid sick leave while on disability. An employee who returns from short or long term disability will be entitled to the remainder of their sick leave upon return to regular employment.

### 8.3 Bereavement Leave

Up to five (5) days of paid leave following the death of an immediate relative. For the purpose of this clause, the term “relative” shall be defined as the:

- Children of the employee, including step children;
- Spouse of the employee;
- Parents of the employee;
- Parents of spouse of the employee;
- Grandchildren (and their respective spouses) of the employee;
- Grandparents of the employee;
- Brothers and sisters of the employee, including half and step brothers and sisters, brother-in law and sister-in- law;
- Legal adoptees of the employee.

### 8.4 Short-term Disability Leave

- All employees who have an [eligible employment agreement](#) have Short Term Disability (STD) insurance through Canada Life.
- Sick or injured employees may be eligible for up to seventeen (17) weeks of paid leave during which time they receive 66.7% of their income as a payment from Canada Life.
- Employees who will be off work due to sickness or injury, for two (2) weeks or more, may be eligible to apply to Canada Life for STD.
- Approval of STD applications and the duration of each claim is at the sole discretion of Canada Life.
- All employees who have an [eligible employment agreement](#) and have been hospitalized or may be off work for two (2) or more weeks must immediately notify their direct supervisor and the Director of Health and Wellness.
- The Director of Health and Wellness will consult with the employee and help them make a STD claim as required.
- The Director of Health and Wellness will stay in regular contact with the employee for the duration of the illness/injury.
- The Director of Health and Wellness will keep the employee’s supervisor and the Payroll Administrator updated on the progress of the STD claim and the employee’s expected return to work date as it becomes available from Canada Life.

- The Director of Health and Wellness will work with the employee and the supervisor if the employee requires a gradual return-to-work or workplace accommodations plan.

## 8.5 Long-term Illness and Injury Leave

- All employees who have an [eligible employment agreement](#) have Long Term Disability (LTD) insurance through Canada Life.
- Sick or injured employees who have been on STD for 17 weeks but are not yet well enough to return to work may be eligible for paid LTD leave during which time they receive 66.7% (minus income tax) of their income as a payment from Canada Life. Income tax is deducted by Canada Life before payment is sent to the employee.
- Employees may be eligible to stay on LTD until they are well enough to return to work or until they turn 65 years of age, whichever comes first.
- Approval of LTD is at the sole discretion of Canada Life.
- Canada Life will require regular medical updates, from the employee and their physician, to determine when the employee is well enough to return to work.
- The Director of Health and Wellness will stay in regular contact with the employee for the duration of the illness/injury.
- The Director of Health and Wellness will keep the employee's supervisor and Payroll Administrator updated on the progress of the LTD claim and the employees expected return to work date as it becomes available from Canada Life.
- The Director of Health and Wellness will work with the employee and the supervisor if the employee requires a gradual return-to-work or workplace accommodations plan.

## 8.6 Compassionate Leave

Up to five (5) days of paid leave per year. Compassionate leave is provided in the following circumstances:

- A family member has a serious medical condition, and/or
- A family member requires the care or support of one or more family members for 2 or more consecutive days to a maximum of 5 days per year, or

- A situation is serious enough to cause severe emotional distress for the employee.

Leave beyond 5 days will be unpaid. Please refer to Section 8 - Unpaid Leave Entitlement - Compassionate Care Leave.

### **8.7 Jury Duty Leave**

Employees will be allowed up to two (2) weeks paid time off for jury duty. After that, employees will be asked to continue jury duty without pay. Any compensation, covering the first two (2) weeks, received from the court system must be remitted to MESC.

### **8.8 Domestic Violence Leave**

Up to five (5) days paid leave per calendar year where the employee is a victim of domestic violence as defined in the Employment Standards Code (Alberta) for any one or more of the purposes listed therein in Section 53.981(4).

### **8.9 Inclement Weather Leave**

Inclement weather is defined as weather conditions that affect an employee's ability to arrive to work safely. This includes:

- Weather conditions that make traveling on the road dangerous or
- Reduced visibility as a result of dense fog or blizzard conditions.

Staff are expected to make a reasonable effort to be in attendance at their place of employment during normal working hours. Should the weather improve or roads become passable during the morning, they are expected to put forth the same reasonable effort to arrive at work.

## 9. UNPAID LEAVE ENTITLEMENT (JOB PROTECTED)

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Employees must comply with the requisite notice and other requirements contained in the [Employment Standards Code](#) (Alberta), as the same may be amended or replaced from time to time, prior to taking any of the following leaves:

### 9.1 Personal and Family Responsibility Leave

Up to five (5) days of unpaid leave per year to the extent such leave is necessary for:

- the health of the employee; or
- the employee to meet his or her family responsibilities in relation to an immediate family member of the employee.

### 9.2 Bereavement Leave

Up to three (3) days of unpaid leave upon the death of a relative.

### 9.3 Illness and Injury Leave

Up to sixteen (16) weeks of unpaid leave per year for the injury, illness or quarantine of the employee. The employee shall provide MESC with a medical certificate stating the estimated duration of such leave prior to commencing the leave, unless the employee is unable to do so, in which case, the certificate must be provided as soon as is reasonable and practicable in the circumstances. The written notice provided by the employee to MESC must include the estimated date of the employee's return to work. The employee must provide MESC with a written update at least one week prior to the expected return date.

#### **9.4 Citizenship Ceremony Leave**

Up to one half (1/2) days of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada) and its accompanying regulations.

#### **9.5 Death or Disappearance of Child Leave**

Up to fifty-two (52) weeks of unpaid leave if the employee is the parent of a child under the age of 18 who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, or up to one hundred (104) weeks of unpaid leave if the employee is the parent of a child under 18 who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

The leave entitlement shall be in accordance with the specific requirements set out in the Employment Standards Code (Alberta).

#### **9.6 Critical Illness of Child Leave**

Up to thirty six (36) weeks unpaid leave if the employee is the parent of a critically ill child under the age of eighteen (18) for the purposes of providing care or support to the child.

Notwithstanding the foregoing, if more than one parent of the critically ill child is employed by MESC, MESC shall not be required to grant the leave to more than one employee at a time with respect to that child.

#### **9.7 Domestic Violence Leave**

Up to five (5) days unpaid leave per calendar year where the employee is a victim of domestic violence as defined in the Employment Standards Code (Alberta) for any one or more of the purposes listed therein in Section 53.981(4).

#### **9.8 Maternity and Parental Leave**

In accordance with and subject to the Employment Standards Code (Alberta), eligible employees employed by MESC for a period of at least 90 days will be entitled to:

- in the case of a pregnant employee, unpaid maternity leave for a period of up to sixteen (16) weeks commencing at any time during the twelve (12) weeks immediately before the estimated date of delivery; and
- unpaid parental leave for a period of up to thirty-seven (37) consecutive weeks to be taken immediately following the last day of maternity leave in the case of an employee entitled to maternity leave, or within 53 weeks after the child's birth, or within sixty-two (62) weeks after the child is placed with the adoptive parent for the purposes of adoption, as the case may be.

The employee must give MESC at least six (6) weeks' written notice of the date upon which she will start her maternity leave and, if requested by MESC, shall provide MESC with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. Subject to the exceptions in the Employment Standards Code (Alberta), an employee must give MESC at least six (6) weeks' written notice of the date upon which the employee will start parental leave.

In accordance with the Employment Standards Code (Alberta), parents of the same child may share parental leave or it may be taken by one of them only. In the event that both parents of the same child are employed by MESC, MESC shall not be required to grant parental leave to more than one such parent at any given time.

Employees who go on maternity leave have 3 options when it comes to maintaining coverage under their benefits plan. See the Benefits and Pension Handbook for more information.

## **9.9 Compassionate Care Leave**

Subject to and in accordance with the requirements of the Employment Standards Code (Alberta), if eligible, an employee may take unpaid compassionate care leave for a period of up to twenty-seven (27) weeks, to provide care or support to a seriously ill immediate family member. Leave may be taken in one block or in shorter periods each of which shall not be less than one (1) week. The employee shall provide

medical certificates as required by the Employment Standards Code (Alberta).

### **9.10 Reservist Leave**

An employee who has completed at least twenty-six (26) consecutive weeks of employment with MESC and who is a 'reservist' within the meaning of the Employment Standards Code (Alberta), is entitled to reservist leave without pay to take part in the operations or activities listed in Section 53.2 of the Employment Standards Code (Alberta) as the same may be amended or replaced from time to time.

### **9.11 External Board Participation Leave**

In the event an employee participates on an external board, the Employee shall, upon providing reasonable notice to the employee's supervisor, be entitled to unpaid leave to attend related board commitments.

### **9.12 Political Campaign Leave**

In the event an employee is running for a political position, the Employee shall, upon providing reasonable notice to the employee's supervisor, be entitled to a maximum of two (2) weeks unpaid leave to attend to campaign related duties.

## 10. ENTITLEMENT TIMELINES

### 10.1 12 MONTH EMPLOYEES

Significance of March 31st date	Significance of January 1st	Significance of August 15th	Significance of Anniversary date
Cut off date to carry over 10 vacation days to the next fiscal year.	Most but not all health benefits and \$500 health & wellness spending account reset	All leave entitlements reset e.g. sick leave...	Incremental increase in vacation entitlement (based on years of service)
			Years of service
			Incremental increase in salary based on performance evaluation

### 10.2 10 MONTH EMPLOYEES

Significance of January 1st	Significance of August 15th	Significance of the Anniversary date (original hire date)
Most but not all health benefits and \$500 health & wellness spending account reset	All leave entitlements reset e.g. sick leave....	Years of Service

# 11. EMPLOYMENT AGREEMENTS AND ENTITLEMENTS / BENEFITS/PENSION

## 11.1 12 Month Employees

Employment Agreement	Entitlements	Vacation	Health and Dental Benefits	Pension and Insurance	Health and Wellness Spending
<b>Employment agreement including 6 month probation</b>	Yes	Upon successful completion of probationary period	Yes	Yes	Yes
<b>Part time (.5 FTE or more)</b>	Pro-rated as per FTE	Upon successful completion of probationary period	Yes	Yes	Yes
<b>Temporary (6 Months and less than a year)</b>	<u>Pro-rated sick days</u> as per contract* Bereavement, Compassionate, 3 personal and 2 cultural	4% added to pay	Yes	No	Yes
<b>Temporary (5 months and less)</b>	<u>Pro-rated sick days</u> as per contract plus 1 personal and 1 cultural	4% added to pay	No	No	No

## 11.2 10 Month Employees

Employment Agreement	Entitlements	Vacation	Health and Dental Benefits	Pension and Insurance	Health and Wellness Spending
<b>Employment agreement including 1st year probation</b>	Yes	N/A	Yes	Yes	Yes
<b>Part time (.5 FTE or more)</b>	Pro-rated as per FTE	N/A	Yes	Yes	Yes
<b>Temporary (6 Months and less than a year)</b>	<u>Pro-rated sick days</u> as per contract* Bereavement, Compassionate, 3 personal and 2 cultural	N/A	Yes	No	Yes
<b>Temporary (5 months and less)</b>	<u>Pro-rated sick days</u> as per contract plus 1 personal and 1 cultural	N/A	No	No	No

## 12. OVERTIME

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MESC defines overtime in the same manner as Alberta's Employment Standards. Overtime is defined as all hours worked in excess of: eight hours a day, or 44 hours a week.

Ordinarily, extra hours and/or overtime are not required and Supervisors have a responsibility to ensure that the annual work schedule is within the maximum contract hours. Additional time must be pre-approved by the employee's supervisor prior to the employee working extra hours and/or overtime. Employees will be compensated at a rate of 1.5 hours for each overtime hour worked. Overtime off in lieu of must be taken within 90 days with Supervisor approval.

Supervisors are exempt from overtime pay.

## 13. ON CALL (Maintenance and Custodial Staff Only)

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On call employees will be the first point of contact in emergency situations.

- Employees required to be on call on weekends will be paid a flat rate of \$75 per day.
- Employees required to be on call on a statutory holiday will be paid \$150 per day.
- If a situation arises on a statutory holiday, the employee on call, and other required employees, will be paid a minimum of three (3) hours at double time. All hours worked in excess of three (3) hours on an emergency call out basis, shall be paid at double time.
- If an emergency situation arises, the employee on call and other required employees, will be paid a minimum of three (3) hours at a rate of regular time and one half (1.5). All hours worked in excess of three (3) hours on an emergency call out basis, shall be paid at a rate of time and one half (1.5).
- Supervisors will adhere to on call guidelines.
- During Christmas break custodians/maintenance will be required to perform site checks every 48 hours. Employees will be paid a flat rate of \$75 per day and \$150 on a statutory holiday.

## 14. HOURS OF WORK

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All employees are expected to work 7.5 hours per day exclusive of an unpaid eating break of at least thirty (30) minutes in accordance with the employee's schedule as determined by their supervisor. Employees may also be expected to work other hours as may be requested or required, from time to time. Employees hired on a part time basis will have schedules determined on a case by case basis.

## 15. DIFFERENTIAL PAY

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Ten (10) month employees will be entitled to pay differential between the ten (10) months worked, which is paid over twelve (12) months based on the number of days worked.

## 16. SALARY INCREMENT

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Salary increments are available to be awarded annually effective on the employee's anniversary date. All increments will be awarded solely on the basis of merit and favorable performance evaluations as determined by the supervisor.

Salaries for employees on the Instructor/Teacher and School Support salary grids are increased annually based on experience and/or education as determined by the salary grid .

Increment change shall occur at the beginning of the school year and/or February 1st. One year of teaching experience will be equivalent to 190 days.

## 17. EVALUATION

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The purpose of evaluating employees is to determine the extent to which they are demonstrating the competencies and job related tasks that MESC has determined are essential for employee success.

There are three different occasions when an employee would be evaluated by his/her supervisor:

1. Contractual purposes;
2. Salary Grid Placement; and
3. Job Performance.

## 18. PROFESSIONALISM

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MESC Employees shall conduct themselves professionally in accordance with MESC Administrative Procedures. The most commonly referred to APs related to professionalism include, but are not limited to:

[AP 411 Social Media](#)

[AP 413 Code of Conduct](#)

[AP 422 Employee Discipline](#)

Should an employee have questions or concerns related to professionalism, it is recommended that he/she speak to their direct supervisor.

## 19. ABANDONMENT OF POSITION

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An employee who is absent for three (3) consecutive working days (based on their scheduled shifts) without notifying, or responding to their supervisor, will be considered to have abandoned their position.

## 20. EMPLOYEE RESIGNATION / RETIREMENT / TERMINATION

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### 20.1 Resignation/Retirement:

- Employees may choose to retire at any time after they reach 55 years of age.
- Employees who choose to resign/retire are required to give written notice to their direct supervisor and the Associate Superintendent of People Services.
- The notice period must coincide with the term indicated in their employment agreement.
- The Associate Superintendent of People Services will respond to the employee's resignation/retirement letter in writing.
- The terms pertaining to the resignation/retirement will be outlined in the employee's acceptance of resignation/retirement letter issued by the Associate Superintendent of People Services.
- Employee's email is deactivated on the last day of employment with MESC.

### 20.2 Record of Employment (ROE)

- A Record of Employment (ROE) for an employee's time with MESC is generated by the Payroll Administrator and uploaded to the Service Canada website. Former MESC employees can access their ROEs from the Service Canada website at: [EI Record of Employment](#).