

Division Bus Drivers Handbook

Updated January 2017
Chinook's Edge School Division No. 73



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Definitions

Board

The Board shall mean the Board of Education of Chinook's Edge School Division No. 73.

Superintendent

The Superintendent shall mean Superintendent of Schools of Chinook's Edge School Division No. 73.

Division Bus Driver

Shall mean all Bus Drivers paid on the Bus Driver Grid.

Full-Time Division Bus Driver

Full-Time Division Bus Drivers must work the equivalent of a minimum of 250 runs or 125 days per school year to qualify for full-time.

Part-Time Division Bus Driver

Two (2) Division Bus Drivers that wish to share the same route are considered part-time employees. This job sharing arrangement can be discussed with the Director of Transportation.

Temporary Division Bus Driver

Temporary Division Bus Drivers covers a bus route for a specific amount of days.

Spare Division Bus Driver

Spare Division Bus Drivers are called to work on an 'as need' basis to cover regular bus runs or charter trips.

Probationary Period

The Employee's employment may be terminated by the Board at any time without notice or pay in lieu of notice for just cause. All employees have a probationary period of one (1) year from date of hire. The purpose of the probationary period is to assess both the quality of the work and ones suitability for further employment. The probationary period may be extended in our sole and absolute discretion.

Salary Grid

Pay scale based on employee classification and years of experience.

Break in Service

A break in employment either by termination or a non-approved leave of absence for a period greater than 60 days is considered a Break in service. A break in service will result in the loss of seniority, accumulated sick leave, and vacation pay increments. A break in service may also result in the loss of recognized experience for salary purposes. Approved leaves of absence (maternity, personal) is not considered a break in services.

Employment Information

Confidentiality Undertaking and Pledge

Due to the nature of the work and the access to information by Division employees, all new employees shall swear a Confidentiality Undertaking and Pledge upon employment. Information that is obtained from the Division is confidential and is to be treated as such.

Information relating to the operation and affairs of Chinook's Edge School Division No. 73 will be released to the news media, only at the discretion of the Board Chair, Superintendent or others as authorized by the Superintendent or Board Chair.

If any Division Staff member has any doubt concerning confidentiality of information, the information should be discussed with the immediate supervisor.

Personnel information shall only be released as requested in writing to the Associate Superintendent - People Services.

Criminal Record Check and Child Intervention Check

The Board requires Criminal Record Checks and Child Intervention Checks to be a necessary step in the hiring process. For all new employees, employment is conditional upon receipt and review of the Criminal Record Check and Child Intervention Check.

Criminal record checks can be obtained from local RCMP Departments; Child intervention checks can be obtained from Child and Family Services. The criminal record check and child intervention check must be dated within the preceding (6) months and must be received and reviewed by the People Services Department prior to commencing employment (refer to **Administrative Procedure 4-03 / Police Criminal Record Check and Child Intervention Check** available at www.cesd73.ca).

The cost of obtaining the above documents is to be borne by the employee.

Medical

Division Bus Drivers may be required by the Board to have a medical as a condition of employment. After 1 year of service and for the purpose of retaining a Class 2 license Chinook's Edge School Division No. 73 will pay for the medical provided a receipt is submitted. Any changes in health conditions that may impede your ability to drive must be reported to the Director of Transportation immediately. In addition, drivers may be required, at the Board's expense, to undergo a medical assessment by a doctor of the Board's choosing, if the Director of Transportation or designate deems it necessary.

Spare drivers who have driven 25 runs during the previous 12 month period will also have their medicals covered by Chinook's Edge School Division No. 73 provided a receipt is submitted.

Driver's License/Drivers Abstract

All Division Bus Drivers must provide a copy of a valid class 2 or better Driver's License. All Division Bus Drivers must sign an abstract request form.

Appropriate Dress

Chinook's Edge School Division No. 73 Division Bus Drivers are expected to dress in a professional manner. Proper footwear is required and consists of closed toed fitted shoes or sandals with a strap on the back and no heel or with a heel of no more than one (1) inch.

Radio Protocol

The radio is for emergency situations and bus related issues. No service trips are to be booked on the radio.

Service Trips

Full-time Division Bus Drivers may take their bus in for routine or emergency servicing or individuals may also use the designated person for their area.

Charters

Coordinators are responsible for using a cascading system (by alphabetical order or by route) to distribute charters fairly.

Suspension & Disclosure

The Division Bus Driver shall notify the Director of Transportation immediately when the Division Bus Driver becomes aware of:

- (a) having been charged with an offence under the Provincial Traffic Safety Act, or any other statute regarding safety, an offence under the Federal Criminal Code of Canada, Narcotic Control Act or Food and Drug Act, or any Act in substitution therefore; or
- (b) having been or being the subject of an investigation, declaration, direction, or an order under the Provincial Child Welfare Act; or
- (c) having been charged with any offence that relates to improper or immoral conduct.

Further, the Division Bus Driver shall keep the Director of Transportation fully informed in respect of any proceeding or activity in relation to any of the matters aforesaid including, without limiting the generality of this provision, any pleas, trials, adjournments, convictions, findings of guilt or innocence, sentencing dates and sentences imposed.

The Division Bus Driver agrees that, if in the sole opinion of the Associate Superintendent – People Services the continuation of the Division Bus Driver in active service is not in the best interests of the Board the Associate Superintendent – People Services may suspend the Division Bus Driver with or without pay and for such time as the Associate Superintendent – People Services considers advisable. Such decision shall not be subject to any appeal notwithstanding any general right of appeal otherwise available to employees.

Failure to abide strictly by the foregoing reporting and informing process will be grounds for summary termination for cause.

Job Description

Each employee shall be given a copy of his/her job description upon employment. Job descriptions are available through the Director of Transportation and/or People Services.

Procedural Requirements for Bus Drivers

All bus drivers will maintain a working knowledge of the CESD Transportation Department (School Buses) Safety Program.

In accordance with AP 5-11:

- Bus drivers will maintain a working knowledge of the contents of the Transportation Parent Handbook. They can then refer parents to the handbook should there be questions regarding CESD transportation practices and procedures.
- Bus drivers are required to report route cancellations or delays to the Transportation Office as soon as possible. The Office will inform parents and schools. In some situations, the drivers may be asked to communicate the cancellation to the parents themselves if the office needs their assistance.
- Bus drivers shall report, to the Director of Transportation, any accident, or traffic violation connected with the school bus that the driver witnesses or in which the driver is involved. Failure to do so could result in the termination of the driver.
- Bus drivers shall report, to the Director of Transportation, any safety concerns or hazards inherent in their routes or designated stops.
- Bus drivers shall complete their assigned routes in the manner they were designed making allowances for minor deviations if certain students are not riding on a given day. Drivers may not make any major deviations from their assigned route, without prior approval from the Director of Transportation.
- Bus drivers make every effort to maintain their pick up and drop off times. They are to arrange a time schedule that allows them to arrive at the school no earlier than 10 minutes before the first bell but with enough time for students to get to class. All bus drivers must have their buses in place for loading students before the dismissal bell for the school rings. They must then wait 10 minutes after the last bell before exiting the bus loop unless directed to leave earlier by the ground supervisor.

Tobacco Use

A province-wide smoking ban in all public places and workplaces came into effect January 1, 2008. The *Tobacco Reduction Act* also prohibits smoking within five metres of a doorway, window or air intake of a public place or workplace.

“Workplace” means all or any part of a building, structure or other enclosed area in which employees perform the duties of their employment, whether or not members of the public have access to the building, structure or area as of right or by express or implied invitation, and includes reception areas, corridors, lobbies, stairwells, elevators, escalators, eating areas, washrooms, lounges, storage areas, laundry rooms, enclosed parking garages and work vehicles;

“Work vehicle” means a vehicle owned or leased by an employer and used by employees during the course of their employment.

All Chinook’s Edge School Division No. 73 facilities are designated “No Smoking” areas.

Drugs and Alcohol

Chinook’s Edge School Division employees shall not use illegal drugs and/or alcohol during working hours. Prescription drugs should be taken with care to ensure that any side effects or impairment(s) will not adversely affect their work.

Years of Service for Recognition

The Board depends on dedicated, experienced and dependable employees and the Board wishes to officially recognize t long servicing employees.

For information regarding years of service for recognition within Chinook’s Edge, please see **Policy POL#2-06/ Recognition of Employees** available at www.cesd73.ca.

Grid Placement

Grid placement is determined by the Associate Superintendent - People Services or designate, based on job classification and applicable certification. Years of related experience is also considered.

A full-time Division Bus Driver upon becoming employed as a Spare Bus Driver shall retain their position on the salary grid.

Evaluations

The Board believes regular and thorough evaluation of Division Staff enhances the quality of education and services.

Evaluations must be completed within the first year for all new staff members or an employee in a new position. This may be more frequent, if requested by staff, or if considered necessary by the supervisor.

Division Bus Drivers will have a ride along evaluation at least once every three (3) years. This may be more frequent, if requested by staff, or if considered necessary by the supervisor.

At age 65 a Division Bus Driver will have an annual ride-along evaluation.

All Division Bus Drivers must meet the Professional Development requirements listed in this handbook.

Resignation of Employment

The Board expects that any Division Staff member, who chooses to resign, will do so in a manner consistent with the minimum requirements as set out in the Employment Standards Code (See Appendix 1).

1. In accordance with the Employment Standard code, a Division Staff member wishing to resign his/her employment with the Board shall submit a signed letter of resignation to the Director of Transportation who will forward it to the Associate Superintendent - People Services specifying the last day of employment. This is to be in accordance with the minimum requirements of the Employment Standards Code.
2. Upon receiving a letter of resignation, the People Services Department shall ensure that the period of notice given by the employee, is in accordance with the Employment Standards Code or any other conditions of employment, and if in accord, the resignation will be accepted in writing and the Payroll Department shall be informed.

Fitness of School Bus Drivers

School bus drivers are an integral part of the education system safely transporting students to school each day. Evidence confirms that physical and cognitive abilities along with the age of bus drivers can affect the ability for the driver to respond to emergency situations in a timely fashion, maintaining a safe environment for students on the school bus.

For information regarding Fitness of School Bus Drivers, please see **Administrative Procedure 4-18 / Fitness of School Bus Drivers** available at www.cesd73.ca.

Conflict of Interest

The Board believes that the public has a right to educational services which are conducted with efficiency, impartiality and integrity. It is this special obligation which demands that there not be, nor be perceived to be, any conflict of interest between the private interests of employees and their responsibility to the public.

Administrative Procedure 5-7/Staff Conflict of Interest available at www.cesd73.ca.

Supervisor/Administrator Concerns

Supervisors who have concerns regarding the quality of work of an employee should document the concerns and supply in writing to the employee documentation stating clearly the perceived concerns and the means by which the employee can rectify the concerns. The employee shall sign a copy of the documentation signifying receipt and acknowledgement of same; this document will be placed in the employees Personnel file.

The employee is to be advised that they have the option of having their own written response attached to the original document and placed in their Personnel file.

Harassment Policy

The Board believes that all employees and Students should work in an environment that is free from any form of harassment. For information regarding harassment within Chinook's Edge, please refer to our policy on Harassment. **Policy POL#2-05/Harassment** available at www.cesd73.ca.

Grievance Procedure

In the event of a difference, between employees or employee and supervisor, it is important to first seek clarification, and attempt to resolve the difference between the parties. The supervisor or the Associate Superintendent - People Services may aid in the process.

If the matter remains unresolved, the grievor may submit a written application to the Associate Superintendent - People Services setting out the nature of the problem to be addressed and request a meeting between the parties involved. The Associate Superintendent will, after hearing from both parties, work with the parties to determine an action plan.

Public Interest Disclosure (Whistleblower Protection)

The Division is committed to the highest standard of ethical and accountable conduct, and recognizes the importance of working to deter and detect wrongdoing within the operations of the School Board and to promote public confidence in the administration of the Board. To ensure this, the Division is committed to maintaining a positive and supportive environment whereby employees can disclose potential wrongdoing, or seek advice about disclosing a potential wrongdoing, without retribution and are provided with clear guidance for how those disclosures may take place.

For additional details please refer to **Administrative Procedure 4-27 / Public Interest Disclosure (Whistleblower Protection)** available at www.cesd73.ca.

Discipline, Suspension and/or Dismissal of an Employee

The Board recognizes that circumstances may arise necessitating the discipline, suspension and/or termination of an employee. At all times, the Board intends to act in a fair and just manner. Chinook's Edge School Division No. 73 reserves the right to terminate employment with or without cause.

Technology Access and Use

This Administrative Procedure applies to all personnel.

The Division has invested considerable funds in computer facilities and resources, and expects employees and students to use Division computers and computer accounts in a legal, responsible, ethical, and appropriate manner. The Division expects employees and students to use the Division computer networks to locate, use and exchange information and ideas that enhance the educational process and adhere to the rules for acceptable conduct and responsible use of

educational resources. Please refer to **Administrative Procedure 2-20 / Computer Access** for additional details available at www.cesd73.ca.

Safety Statement

All Division staff shall observe all safety rules and procedures established by or with Chinook's Edge School Division No. 73 and Alberta's Occupational Health and Safety Legislation. Safe work habits must be practiced at all times. Hazardous acts, conditions and unsafe equipment must be reported immediately to your supervisor. It is your duty to refuse to perform any work you know to be unsafe unless it involves protecting the safety of a student/staff member. All Division staff must be aware of the Emergency Response actions to take in the event of any emergency in the school/division office to protect the safety of themselves and other staff and students.

For additional details please refer to **Administrative Procedure 4-19 /Health and Safety**.

Board Policies

For further information on Board Policies and Administrative Procedures - go to www.cesd73.ca under Board of Education – Policies and Procedures.

Employee Remuneration

Time Sheets

Time sheets shall be filled out, approved by the Director of Transportation or designate and submitted to payroll on a monthly basis. Time sheets must be in the Transportation Department prior to the last day of the month. All absences as well as the reason (i.e. compassionate, sick, personal) must be recorded on the time sheets.

Timesheet Reminders

- Fill out Name, month, year, town, route number
(Spare drivers please mark down Spare behind route number)
- Clearly mark days of driving
- Use the following codes for days absent:
 - B - Bereavement/Compassionate leave – Identify the relationship.
 - S - Sick Day
 - P - Personal (No pay)
 - S/C - Care of Family Member
- Mark down name of Spare driver on your timesheet (If there is no room, please attach note)
- Mark down Charter number and hours under Charter Trip
- Please make sure to fill out your Charter sheets (Name, Date, Bus number, km's for start and finish, meal cost etc.)
- Mark down your Service Trip number and time under Service Trip. When you have a repair please mark down your time only under HRS. Sign in and out at the Bus Shop on the log sheet. Without your **signature** we are unable to verify Service Trips
- Only check mark (√) Bus washes and Plug-Ins as rates may vary
- **Please do not fill out any daily rates, km's etc. Payroll will fill out the information needed. Use pen only on your Timesheet** (no pencil or highlighters)

Expense Claim Forms Reminders

Expense claim forms need to be filled out for all expenses (Medical, Personal Vehicle Km's, Meal receipts from Charter trips etc.) We are unable to process your expenses without the Expense claim forms completed with Name, address, department, date and signature. Please attach all receipts.

Pay Days/Pay Period

The Board believes employees should be paid on a regular basis that is predictable. Pay periods are monthly over the 10 month school year. Division Bus drivers will be paid on the 10th of the month following timesheet submissions. If the pay date falls on a weekend or holiday, the pay date will be moved to the business day immediately preceding the original pay date.

Payroll Deposit

All employees shall have salary payments electronically deposited to their designated bank account(s). An employee may request his/her pay to be distributed into more than one account, and/or more than one bank.

Pay Statements/T4's

Upon commencement of employment, employees will receive log-in information for the Division's Employee Self Service (ESS) secure web-site. Once logged in, the employee can review his/her personal information, rate of pay, accrued balances for vacation pay.

Employees will also access their monthly pay statements and annual T4's from the Employee Self Services site. Once the monthly payroll has been transmitted to the bank, the employee will receive an e-mail with a link to log-in to ESS to access/view their pay statement. A similar email will be sent when their T4's are available to print from ESS. Employees who do not provide an email address will have their pay statement and T4 mailed to their home address.

Increments

The Bus Driver pay grid consists of 4 levels of experience. Eligibility for grid increases are reviewed in September and February of each year. To be eligible for an increment increase, a driver must have worked a minimum of 250 runs in his/her last grid position.

Bus Aides eligibility for pay increments is reviewed September and February of each year. Bus Aides must work 600 hours before increments are awarded.

General Holidays/Statutory Holidays

Employees shall have leave with pay on statutory holidays in accordance with the Employment Standards.

Christmas Day and New Year's Day are paid stat holidays even if they do not fall on a regular scheduled work day.

Chinook's Edge School Division considers Easter Monday to be a statutory holiday for payroll purposes.

To be eligible for general holiday pay (Statutory Holidays), Division Bus Drivers

- Must have worked for the employer for 30 working days in the 12 months before the general holidays;
- Must not refuse to work on a general holiday if requested to do so; and
- Must not be absent without the employer's consent on the employee's last regular working day preceding or first regular working day following the general holiday, providing the approved unpaid absence was not greater than 2 weeks.

Vacation Pay

Vacation pay will be paid monthly at the following rates:

<u>Years of Employment</u>	<u>Rate of Pay</u>
0 to 4 years of service	4%
4 to 10 years of service	6%
10 to 15 years of service	8%
15 years of service	10%

Years of employment must be continuous (no break in service). Regular bus drivers may choose to have their vacation pay paid monthly or accrued and paid out twice per year. Accrued vacation will be paid with January and September payroll, upon receipt of a signed request form available from the payroll department. All spare drivers will have vacation pay paid monthly.

Professional Development

Division Bus Drivers are expected to attend any required Professional Development. Division Bus Drivers will be paid mileage based on current kilometer rates if required to use a personal vehicle.

"S" Endorsement must be completed at the first available Chinook's Edge School Division No. 73 taught course. A refresher course is to be completed every three (3) years thereafter.

An **Emergency First-aid plus CPR Level C certificate** must be completed in the first six (6) months of service and a refresher course is to be completed every three (3) year thereafter.

Courses will be run through the Transportation Office.

Pay for Driver Professional Development

- a) Required Professional Development Courses
 - i. Mileage pay for PD – when using their own vehicles, drivers receive mileage from the school they serve to their required PD course: S-Endorsement, S-Refresher, and First Aid.
 - ii. When travelling with a bus, time required to take the course will be paid along with travel time equal to a service trip plus time to the site of the course or time directly to the site of the course from the school the driver serves (whichever is less).
 - iii. Please note: the use of division vehicles is highly encouraged to attend PD. When this is not possible, carpooling is encouraged.
- b) Start Up Day or Professional Development Day
 - i. No mileage will be paid.
 - ii. Time allotted for the day will be paid along with travel time equal to a service trip plus time to the site of the course or time directly to the site of the course from the school the driver serves (whichever is less).

Mileage for Bus Drivers

Spare drivers will be paid mileage according to division rates when picking up buses as follows:

- One day driving – once to pick up the bus and once to drop off the bus
- More than one day – once to pick up the bus and once to drop off the bus

Spare drivers are encouraged to keep the bus during the day and overnight when required to drive for consecutive days.

*Situations differing from those mentioned above will be reviewed and pre-approved by the Director of Transportation.

Full-Time and Part-Time drivers are not entitled to receive mileage unless pre-approved by the Director of Transportation.

Travel Time Allowance for Bus Shop Trips (Area Dependent)

Bowden	0.25 hours each way	total 0.5 hours
Carstairs	0.5 hours each way	total 1.0 hours
Cremona	1.0 hours each way	total 2.0 hours
Didsbury	0.25 hours each way	total 0.5 hours
Innisfail	0.5 hours each way	total 1.0 hours
Olds	no travel time	no travel time
Olds Koinonia	0.25 hours each way	total 0.5 hours
Penhold	0.75 hours each way	total 1.5 hours
Reed Ranch	0.5 hours each way	total 1.0 hours
Sundre	0.75 hours each way	total 1.5 hours

Note: Waiting time at the shop will be paid according to the sign in book at the shop.

Bus Charters

The following are the guidelines used:

- Charters booked between 7:00 am and the school’s start time – driver is paid from 7:00 am and the school is charged from 7:00 am or charged from the time the charter was booked for.
- Charters booked to return later than afternoon dismissal – driver is paid to 5:00 pm or later based on the return time and the school is charged for that time.
- When a full time bus driver accepts a charter trip that interferes with that driver’s ability to complete both their AM and PM runs in one particular day, they will receive a minimum of 10 hours in pay. If the length of the charter is greater than 10 hours the driver will be paid the actual time of the charter. This rule is not applicable to any overnight charters.
- When a bus driver takes an overnight field trip, they will receive a minimum of 5 hours pay on the day they leave and another 5 hours on the day they return for that field trip. The 5 hours consist of the 3 hour driving time minimum along with 2 hours of wait time. If the actual driving time is more than the 3 hour minimum, the driver will receive the actual driving time in place of the 3 hours.

If the field trip is longer than one day, the driver will receive a minimum of 4 hours pay for the in-between day. In addition, the driver will be paid for any time spent on duty that day for the field trip.

Along with their pay, the driver will receive accommodation and meals from the field trip organizers.

- Charters that are 5 hours or longer – drivers may submit meal receipt on an expense claim form. For current information on the dollar amount that you may claim for meals (refer to **Administrative Procedure #5-10 / Purchasing Procedure**).
- When a charter is cancelled due to inclement weather, no compensation shall be received.

Collisions

In the event of a Division Bus Driver being involved in a collision while driving a school bus, The Director of Transportation may direct the driver to receive the remainder of the day and the following work day off with full route pay. A review of the collision between the Division Bus Driver and the Director of Transportation will be conducted within this period of time.

Teachers’ Strike

In the event of a teachers’ strike, the Superintendent, in consultation with the Board of Education, will render a decision as to employment status of an employee.

Inclement Weather

If Division Bus Drivers who, despite reasonable effort, are unable to travel to work from their usual place of residence because of inclement weather or impassable road conditions and in the opinion of the Director of Transportation all due effort was made to be at work, Division Bus Drivers will be paid full day rate for time missed. If a Spare Division Bus Driver is booked for this day, this individual will be paid. Please see **Administrative Procedure 1-13 / Inclement Weather** on our website www.cesd73.ca.

Absences and Leaves

Absences

Absences shall be reported to the Director of Transportation by the employee - this must be done prior to the normal start time of the day in which an employee is absent. An explanation for the reason shall also be given. In the event of hospitalization, the Director of Transportation shall be notified as soon as possible.

Non-Medical Leaves

All leaves less than 3 days must be approved by the Director of Transportation prior to the leave beginning. Leaves 3 days or longer must be approved by the Associate Superintendent – People Services.

Sick/Medical Leave

Upon completion of the one-month waiting period (30 days), a qualified full time permanent/temporary employee shall be entitled to accumulative sick leave at the rate of one (1) working day for each full calendar month of employment, up to a maximum of twenty (20) working days. To qualify for paid sick days, Division Bus Drivers must work a minimum of twenty (20) hours per week.

All dental/medical appointments must have *prior* approval of the Director of Transportation and shall be reported on time sheets (regardless of length). All Dental/medical will be deducted from accumulated sick time. Employees not qualifying for sick leave do not qualify for paid dental/medical appointments.

Sick leave shall be granted with pay up to the maximum benefit accumulated to date. The amount of sick leave paid will be deducted from the accumulated total. An employee who is absent for a period in excess of five (5) consecutive work days, must provide a medical certificate to cover the period of sick leave. Staff members returning to work following sick leave of 20 days or longer must present a medical note indicating their ability to return to work and that they are fit to perform all the normal functions of their assignment. Any cost associated with providing medical clearance is borne by the employee.

Where an employee is on an unpaid sick leave due to insufficient accumulated sick leave credits, they can apply for EI benefits until they return to work. The employee is required to pay for medical benefit premiums for any unpaid sick leave period beyond 30 days.

Dependent Sick Leave

Employees can use available sick leave for dental or medical care of their child, spouse or other household member as follows:

- Up to 2.5 days per school year for family care or routine medical appointments.
- Necessitated leave where the employee's presence is required by the physician for non-routine medical procedures.

Critical Illness/Bereavement Leave/Funerals

Employees are eligible for leaves of absence with pay for not more than five (5) working days for each occurrence due to critical illness (these are illnesses which are regarded by the medical profession as being life threatening) or five (5) working days due to the death of a spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a relative who is a member of the employee's household and up to three (3) working days to attend the funeral of aunts, uncles, of the employee or spouse or niece or nephew of the employee or spouse.

Leave of absence with pay is available to a maximum of 2 days per school year to attend funerals of close personal friends.

Maternity Leave

In accordance with the Employment Standards Code: Upon completion of 52 consecutive weeks of employment, employees are eligible to take Maternity Leave of Absence, without pay and benefits

The period of leave is fifteen (15) weeks (beginning at any time during the twelve (12) weeks preceding the estimated date of delivery and ending not earlier than six (6) weeks after the actual delivery date.

Division Staff requesting maternity leave, must provide at least six (6) weeks, written notice, together with a medical certificate confirming pregnancy, and estimated date of delivery. The request for maternity leave should also include an intended return to work date.

Medical benefits may be continued until the expected date of return to work, to a maximum of 30 months (may be continued for a further 18 months leave of absence at the discretion of ASBEP). The employee will be responsible for the full monthly premiums (employee and employer portion). Premium costs will be billed directly to the employee, by the benefit company.

As per Employment Standards, employees must give the employer four (4) weeks written notice of their intended return to work date. The employee will then be reinstated in either the same position, or a position comparable to the one held prior to the leave at not less than the same wages, entitlements and benefits that the employee received before taking the leave.

Employees who choose not to return to work must give four (4) weeks written notice of termination.

Maternity Leave Top Up Plan (Support Staff)

1. Purpose

The purpose of the plan is to supplement (Top Up) the employment insurance benefits received by female employees of the Chinook's Edge School Division No. 73 for temporary unemployment caused by the health related portion of the employee's maternity leave; as supported by medical evidence satisfactory to the Board.

2. Coverage

The group of employees covered by this particular maternity leave top up plan include all female staff of the Chinook's Edge School Division No. 73 who have served continuously for **at least twelve (12) consecutive months** prior to the commencement date of the maternity leave.

3. The Plan

The employee agrees to apply for employment insurance benefits when she becomes eligible for the same. The Board agrees to "Top Up" the employment insurance benefits received by the employee equal to the employee's normal weekly earnings during the health related portion of the leave, falling within the employment insurance entitlement period.

If an employee is absent for pregnancy-related health reasons at any time during the pregnancy the employee is entitled to sick leave once the employee produces satisfactory proof of illness.

The maternity leave top up benefit shall replace sick leave benefits and the employee shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's employment insurance entitlement period.

4. Terms and Conditions of Payment

To be eligible for payments under the plan, an employee must apply for and be in receipt of employment insurance benefits, except in the circumstance that the employee is serving the two week employment insurance waiting period.

The employee must verify, for the employer, the receipt of such benefits by providing to the employer, forthwith, a copy of her EI claim information provided by Service Canada. The employee shall not be entitled to payment under the maternity leave top up plan until such time as:

- The employer has verified the receipt of the employment insurance benefit, and
- The employee has provided sufficient medical evidence confirming the health related reason for absence from work during the maternity leave as well as the duration.

The Board shall pay its portion of each employee's group insurance plan premiums during the eligible health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and without Board contributions to group insurance plan premiums.

5. Benefit Duration

The Board agrees to top up employment insurance benefits for the health related portion of the maternity leave, as supported by medical evidence satisfactory to the Board, or accumulated sick leave, or ninety (90) consecutive calendar days, whichever is less. The employee shall not be entitled to any top up of employment insurance benefits for any period during which the employee would not have worked but for being on maternity leave.

6. Extended Disability

If the employee is enrolled with the Alberta School Employee Benefit Plan (ASEBP), the Board will notify the Plan should the medical extend thirty (30) days prior to the expected date of delivery. Prior to ninety (90) consecutive calendar days of disability, the employee shall apply for extended disability benefits. No further salary, group

insurance plan premiums, or top up of employment insurance benefits shall be payable by the Board after the ninetieth (90th) consecutive calendar day, or the last day of sick leave entitlement – whichever comes first.

7. **Accumulated Benefits**

Payments received under the maternity leave top up plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

Parental/Adoption Leave

Upon completion of 52 consecutive weeks of employment, employees are eligible to take a Parental/Adoption Leave of Absence without pay and benefits.

The period of leave is thirty-seven (37) weeks, beginning:

- for the birth mother, immediately following the end of the maternity leave;
- for the birth father, within the 52-week period after the birth of the child; or
- for the adoptive parents, within the 52-week period after the child is placed with the parent

If both parents of the child are employees, the 37 weeks of parental/adoption leave may be taken entirely by one of the parents or may be shared between the two parents. In addition, if both parents of the child are employees of Chinook's Edge School Division No. 73 parental/adoption leave will not be granted to more than one employee at a time.

Division Staff requesting parental/adoption leave must provide at least six (6) weeks written notice, together with a medical certificate confirming pregnancy, estimated date of delivery, and intended return to work date.

Medical benefits may be continued until the expected date of return to a maximum of 30 months. The employee will be responsible for the full monthly premiums (employee and employer portion). Premiums will be billed directly to the employee by the benefit company.

As per Employment Standards, employees wishing to return to work must give the employer four (4) weeks written notice of their intended return to work date. The employee will then be reinstated in either the same position or a position comparable to the one held prior to the leave, at not less than the same wages, entitlements and benefits that the employee enjoyed before taking the leave.

Employees who choose not to return to work must give four (4) weeks written notice of termination.

Jury Duty

When an employee member is required to serve on a jury, the Board will continue to pay the full wages, provided the full amount of the allowance(s)/stipends (excluding reimbursement for authorized expenses) received by the employee, from the courts, is remitted to the Board.

Summons to appear in Court

The employee shall only be paid when the court appearance is related to the business of Chinook's Edge School Division No. 73 and when legally required.

Deferred Salary Leave

See **Administrative Procedure 4-15 / Deferred Salary Leave Plan**. This information is available on the Chinook's Edge School Division No. 73 website at www.cesd73.ca.

Benefits

Alberta School Employee Benefit Plan (ASEBP)- Extended Healthcare Benefits

Eligibility Requirements

- The employee must be less than 65 years of age
- The employee's assignment must be full-time
- The employee must satisfy a 1 month (30 day) waiting period

Benefits Application

Full time employees and their immediate family members are entitled to be on the Extended Health Care Plan after one month of employment. Enrollment forms will be provided in the orientation package if the employee meets eligibility. The completed forms MUST be received by Division Office within 30 days of the employee's date of eligibility. If the enrollment forms are received late, the employee may be subject to late applicant penalties. An employee must advise Payroll of any change in the employee's dependent status (i.e.: marriage, divorce, children) within 30 days of the event by completing a Change Application form. Failure to provide such notice may result in Late Applicant status or extra premium payments.

Benefit Coverage

For more detailed information on the Extended Health Care benefits, please visit www.asebp.ab.ca.

When all enrollment requirements have been met, the Board shall contribute 97.5% towards the Extended Healthcare benefit premiums and the employee will pay the remaining 2.5% by means of monthly payroll deductions.

Division bus drivers who are on a medical leave will have the employer share of their benefits paid for the length of time that they have accumulated sick leave coverage to a maximum of 20 working days from the start of the sick leave.

Health Spending Account

The Board will contribute \$25/month (for 10 months for a total of \$250/year) tax free funds into a health spending account for medical expenses that are not covered by an employee's group medical benefits i.e.: vaccinations.

Eligibility - the employee's assignment must be full-time. The employee must satisfy a 1 month waiting period.

Benefits - claims can be made for any medical expense that can be claimed on your personal tax return. Primarily used to cover expenses not provided by your other medical benefits or expenses over your plan's maximums.

Registered Retirement Savings Plans (RRSP)

The Board offers participation in a Group RRSP through Standard Life as a payroll deduction. Participation is optional but employees are encouraged to contribute to retirement savings with immediate tax advantages (income tax is reduced on each payroll rather than waiting to file your personal tax return). All regular staff are eligible to join.

Employer Matched Contributions

Employees meeting one of the requirements below will be eligible for employer matched contributions after satisfying a 30 day probation period.

- Hourly Support Staff with an assignment of 25 hours or more per week.
- Bus Drivers who are assigned a regular daily route.
- Salaried non-teaching staff whose assignment is a minimum of 25 hours per week, but less than 30 hours per week.

Contributions

The employee can choose to remit any amount of monthly contributions. The Board will match the employee's monthly contribution to a maximum of 4% of the employee's regular earnings. Examples:

1. An employee chooses to contribute 5% of their monthly earnings. The Board will contribute 4% of those monthly earnings.
2. An employee chooses to contribute 2% of their monthly earnings. The Board will contribute 2% as well.
3. An employee chooses to contribute \$150.00 per month. The Board will contribute \$150.00 or 4% of the monthly earnings, whichever is less.

Leaving Employment

The employee retains all contributions into their Group RRSP when they leave the employment of Chinook's Edge School Division.

Group Voluntary Accident Insurance

Optional Accidental Death and Dismemberment benefits can be purchased for coverage up to \$500,000 through Industrial Alliance Pacific Insurance and Financial Services Inc. Coverage can be chosen for an employee only or for the employee and his/her family. The premiums are reasonable and paid by the employee through a payroll deduction. All regular employees are eligible to apply.

Canada Savings Bonds (CSB)

The Board offers an option for payroll deductions into Canada Savings Bonds. Applications can only be made during the CSB Campaign each October. The campaign is sent to all employees via division wide e-mail.

Appendix 1 – Employment Standards

When an employer terminates employment

Termination notice

An employer must give an employee whose employment is being terminated written termination notice of at least:

- **one** week for employment of more than 3 months, but less than 2 years;
- **two** weeks for employment of 2 years or more, but less than 4 years;
- **four** weeks for employment of 4 years or more, but less than 6 years;
- **five** weeks for employment of 6 years or more, but less than 8 years;
- **six** weeks for employment of 8 years or more, but less than 10 years; and
- **eight** weeks for employment of 10 years or more.

February 2015-ONLINE: <http://work.alberta.ca/documents/Termination-of-Employment-and-Temp-Layoff.pdf>

Termination pay

Instead of providing an employee whose employment is about to be terminated with termination notice, an employer may choose to provide termination pay of an amount at least equal to the wages the employee would have earned if the employee had worked the regular hours of work for the applicable termination notice period. In short, termination pay will be based on the appropriate period of employment.

Alternatively, an employer may choose a combination of termination notice and termination pay. An employer who chooses this option must ensure that the termination pay is at least equal to the wages the employee would have earned for the applicable termination notice period that is not covered by the notice.

Where an employee's wages vary from one pay period to another, the employee's termination pay is calculated by taking the average of the employee's wages for the 3-month period immediately prior to termination of employment.

February 2015-ONLINE: <http://work.alberta.ca/documents/Termination-of-Employment-and-Temp-Layoff.pdf>

When an employee terminates employment

Termination notice

The Code requires the employee to give one week's written notice if the employee has been employed by the employer for more than 3 months but less than 2 years, and two weeks' written notice if the employee has been employed by the employer for 2 years or more.

An employee does not have to give notice if:

- there is an established custom or practice in the industry respecting termination of employment;
- the employee terminates employment because the employee's personal health or safety would be in danger if the employee continued to be employed by the employer;
- the contract of employment is or has become impossible for the employee to perform because of unforeseeable or unpreventable causes beyond the control of the employee;
- the employee has been employed by the employer for 3 months or less;
- the employee is temporarily laid off;
- the employee is laid off after refusing an offer by the employer of reasonable alternative work;
- the employee is not provided with work by the employer by reason of a strike or lockout occurring at the employee's place of employment;
- the employee is employed under an agreement by which the employee may elect either to work or not to work for a temporary period when requested to work by the employer; or
- the employee terminates the employment because of a reduction in wage rate, overtime rate, vacation pay, general holiday pay or termination pay.

February 2015-ONLINE: <http://work.alberta.ca/documents/Termination-of-Employment-and-Temp-Layoff.pdf>