

COLLEGE OF OPTICIANS OF ALBERTA

Personnel Policies and Procedures

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Introduction

1. Board Policy

Executive Limitations: Staff Treatment

It is the intention of the Council of the College of Opticians of Alberta to operate within the confines of the Human Rights Code concerning the rights of an individual in regards to equal treatment regardless of gender, race, religion, age, sexual orientation or physical or mental disabilities.

With respect to treatment of paid staff, the Registrar and Council may not cause or allow conditions that are unfair or undignified.

Accordingly, she or he may not:

- a) Operate without written personnel procedures that clarify personnel rules for staff, provide for effective handling of grievances, and protect against wrongful conditions.
- b) Discriminate against any staff member for expressing an ethical dissent.
- c) Prevent staff from grieving to the Council when:
 - i) internal grievance procedures have been exhausted and
 - ii) the employee alleges that the Council policy either:
 - iii) has been violated to his or her detriment, or
 - iv) does not adequately protect his or her human rights.
- d) Fail to acquaint staff with their rights under this policy.

2. Statement of Values - COA Staff

The COA staff developed a statement of values to enhance work as a team and to sustain a mutually supportive environment.

- a) **Trust and Respect.** We learn, accept and value the role of each team member. We respect who they are and value what each person brings to the team.
- b) **Empathy.** We treat each other as we expect to be treated. We understand each other's perspectives and are caring and friendly.
- c) **Solidarity.** We address our issues as a team.

d) **Teamwork/Helpfulness.** We meet the needs of COA members through teamwork and mutual support.

e) **Excellence.** The COA team provides quality work through shared individual and team commitment. We shall celebrate our accomplishments with pride.

With Consideration of the Above, COA's Personnel Policies and Procedures are below.

Employment Definitions

A. Employer

The employer is the College of Opticians of Alberta (COA) . Wherever the term "*employer*" is used in this document, it is meant to apply to the Registrar and/or such other person duly authorized to act on the employer's behalf.

B. Type of Employee

i) Regular

A *regular* employee is an individual hired by the employer on a full-time basis and whose sole occupation shall be employment with COA. A part-time employee is also considered a regular employee.

ii) Contract

A *contract* employee is an individual who under contract with the employer provides services on a part-time or a full-time basis for a specified period of time. This does not include the Registrar.

iii) Temporary

A *temporary* employee is an individual who is employed temporarily to provide services on a part-time or full-time basis for an unspecified period of time. At the discretion of the Registrar, should the individual be employed for five (5) consecutive months, they may become a permanent part-time or full-time employee.

C. Type of Employment

i) Full-Time

Full-time employment shall mean an employee regularly scheduled to work an average of thirty-five (35) hours per week.

ii) Part-time

Part-time employment shall mean an individual who works for the employer for a minimum of twelve (12) hours and a maximum of less than thirty-five (35) hours per week. Should the individual work thirty-five (35) hours per week for a duration of twelve (12) consecutive weeks, excluding the *Registration Period*, they would become a full-time employee.

iii) Registration Period:

The *Registration Period* shall be from October 1st to February 1st. This includes the period prior to and after the Registration date. The conditions outlined in these guidelines apply to all regular employees.

Continuous employment, probationary period, sabbatical leave, and pay increases in compensation shall apply on an anniversary basis defined to be the first date employment commences with COA.

D. Continuous Employment

i) Continuous employment

Continuous employment shall date from the last entry into regular employment with the employer.

However, in the case of a contract employee who becomes a regular employee, as per policy B above, continuous employment shall date from the last entry into contract employment.

Fiscal Year

The *fiscal year* of COA commences January 1st and concludes the following December 31st.

Employee Rights

COA values its employees and does not sanction discrimination or harassment of persons on grounds including but not limited to gender, race, colour, sexual orientation or other prohibited grounds as defined by law. At all times the COA shall maintain at least the minimum required standards as outline in the Employment Standards Act.

New Appointments

A. Initial Letter of Agreement

An employee's appointment is confirmed in writing by a letter of agreement stating the conditions of employment and signed by the Registrar and/or such other person duly authorized to act on the employer's behalf. Acceptance of the conditions of employment is confirmed by the employee's counter-signature of the letter of agreement.

B. Confidential Information

Employees of COA will come into contact with confidential information, including but not limited to personal information about members of the college. Employees are required to keep confidential any such matters relating to their employment.

C. Copyright

All *copyright* in any work created by an employee in the course of employment at COA shall be the property of COA and the employee is deemed to have waived all rights to copyright in favour of COA.

D. Health Maintenance

An employee is responsible for having regular health examinations and for maintaining immunization. COA shall endeavour to maintain an environment free of tobacco-smoke.

E. Orientation

An *orientation* shall be planned for each new employee. Employees are responsible thereafter for accessing on a periodic basis information relating to the policies and procedures of COA, including but not limited to official minutes of the Council of

Directors, the by-laws of the organization, and written policies as they are established and published.

Probationary Period

The purpose of the 90 day *probationary period* is to provide both the employee and COA with an opportunity to assess the suitability of the employee for the position. During the probationary period consisting of 90 days, the employee is not entitled to benefits, sick leave credits or annual vacation.

Regular Staff

The probationary period for *administration staff* is three (3) calendar months, but may be extended up to an additional three (3) calendar months by mutual agreement between the immediate supervisor and the employee.

Performance Evaluation

The immediate supervisor and/or the Registrar shall make a written assessment of an employee's performance. The assessment may include the experiences and observations of co-workers and other individuals with whom the employee is working. The first written assessment shall be discussed with and signed by the employee at the end of the probationary period and at least annually thereafter.

Performance evaluations shall include a discussion of goals and objectives. Both the employee and the employer shall have the opportunity to record their comments. All evaluations will become part of the employee's personnel file with COA. In the event of an unsatisfactory performance assessment, a written re-assessment of the employee's performance shall be made within a specified time period not to exceed 6 months.

The employee upon request may review an employee's personnel file at a time mutually convenient to the employee and his/her supervisor.

Dress Code

COA is a professional office. At all times employees are required to wear appropriate business attire during working hours. Blue jeans may only be worn for events which require western attire or preauthorized cleaning days. COA reserves the right to define

and clarify the attire deemed to be appropriate.

Office Hours

A. Usual Business Hours

The usual hours of operation are 8:00 am to 4:00 pm, Monday through Friday. Employees will be assigned an eight hour work period commencing at 8:00 or 8:30 am. Full-time regular employees are expected to work a seven (7.5) hour day exclusive of a half-hour break period. At the sole discretion of the Registrar, dependent on member needs, an early closing on Fridays may be implemented during specified times of the year such as *Christmas Eve and New Year's Eve*.

B. Compensation Time

Regular Staff

An employee who is required to work beyond the normal time may be granted time off at a time mutually agreeable to the employer and the employee as compensation for excessive hours worked, provided this arrangement is agreed to in advance by the employee's immediate supervisor. When necessary to handle peak workloads, overtime may be scheduled by an administration staff employee's immediate supervisor upon advance approval of the Registrar. An employee shall be granted time off at the rate of one hour for each hour of overtime worked. Overtime shall not be carried forward from one fiscal year to the next.

Pay Days

All regular college employees are paid by automatic deposit to their specific personal bank account on the 15th and last day of each month. In the event that the payday falls on a holiday or the weekend, the deposits are made to the employee's specified account on the preceding workday. A mid-month advance is available to be paid on the 15th of the month in an amount not more than 50% of the monthly net income.

Overtime Pay

Overtime is all hours worked in excess of eight hours a day or 44 hours a week which ever is greatest.

Overtime in the form of lieu time is provided at the rate of the same as the employees regular hours and taken as straight time in lieu. All overtime is discouraged and must be pre approved by the Registrar.

Statutory Holidays

At present, eleven holidays are granted with pay. They are:

- New Year's Day
- Family Day
- Labour Day
- Good Friday
- Victoria Day
- Canada Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- August Civic Holiday (Victoria Day)
- Remembrance Day;

plus any additional day as may be proclaimed by the Government of Canada and/or the Alberta government.

When a statutory holiday falls on a Saturday or Sunday, the next consecutive working day shall be considered the holiday unless the employer designates otherwise in writing. In the event that Christmas falls on Saturday and Boxing Day on Sunday the employee is given the following Monday and Tuesday off in lieu.

When a statutory holiday falls within an employee's annual vacation, an alternate day's leave of absence is granted.

Alberta Heritage Day (the first Monday of August) Remembrance Day and Boxing Day are not considered General Holidays by Alberta Employment Standards but are recognized as a general holiday by the College of Opticians of Alberta. If Boxing Day falls on the weekend the following Monday is given as a day in lieu.

Temporary Staff

Temporary staff will be given the above paid non-statutory holidays once they have been employed with the C OA for a minimum of 30 days.

Annual Vacation

An employee's annual vacation is calculated monthly on an earned basis. The vacation schedule is as follows:

- After one uninterrupted year of employment: Two (2) weeks
- After five uninterrupted years of employment: Three (3) weeks
- After ten uninterrupted years of employment: Four (4) weeks

An employee shall schedule earned vacation with the consent of the Registrar. An employee must take all earned vacation during the fiscal year to which it applies. The carry-over of vacation is not permitted without written approval in advance from the Registrar. The Registrar shall have final approval of all employee holidays.

If during a period of vacation an employee is granted:

- a) compassionate leave;
- b) sick leave as the result of hospitalization;
- c) other approved paid leave of absence

The annual vacation days so displaced may be, with the approval of the employer, added to the period of absence or deferred for use at a later date.

Employees are entitled to take two weeks' vacation in each year from the second to the fifth year of employment, and each year after the fifth anniversary are entitled to three weeks vacation.

Vacations must be taken sometime in the 12 months after the employee becomes entitled to the vacation.

Personal Leave Days

Credits are accumulated at the rate of one-half day for each month of continuous employment to a maximum of six accumulated working days, and may be used, with discretion, for personal leave or for family or other personal obligations.

If an employee is unable to report for work, their immediate supervisor shall be notified immediately.

The employer may, at the employer's expense, require a health status/medical certificate when in the opinion of the employer the employee's work performance so warrants.

When an employee has insufficient leave credits to cover the granting of sick leave with pay, credits may be advanced at the discretion of the Registrar from future leave credits not yet accumulated. In the event of termination of employment for reasons other than death, the recovery of any advanced credits will be made from monies owed to the employee.

Sick Leave

Upon termination of employment, all sick leave credits shall be cancelled and therefore no payment shall be due. Long term disability will be supplied..

Sick leave is given at one day per month accumulated to December 31. Credits may be carried over until March 31 when new sick leave is again available. Sick Days taken longer than three consecutive days requires a doctor's note.

For example, an employee starts employment on May 1 and becomes ill in December and has taken no prior sick days. They are off work for four days. They have accumulated 8 sick days since May, therefore, they will be paid for the four days; however, they will have to provide a Doctor's note. At the end of December they have 4 sick days left and these may be used until March 31 when they are forfeited.

The College of Opticians has no provision for disability leave. If an employee is unable to work for more than two weeks, the employee will be laid off after two weeks until such time they provide a Doctor's note that they are fit to return to work.

A. Parental Leave (Maternity and Paternity Leave)

Maternity and parental leave are entitlement set out in the Employment Standards Code and the College of Opticians of Alberta follows the Code.

On the occasion of the birth or adoption of a child, an employee shall be entitled to parental *leave without pay* consistent with the provisions of the Employment Standards Act.

In additions, a further unpaid leave of twenty-six (26) weeks may be granted to an employee at the discretion of the employer.

An employee who has at least one (1) year of continuous employment will receive an allowance covering the first two (2) weeks of parental leave. This allowance shall be of the same amount, as the employee would receive in benefits for two (2) weeks from the Unemployment Insurance Commission.

An employee returning to work from parental leave shall be reinstated to a position of

comparable seniority, responsibility and compensation as required by law.

With the approval of the employer, an employee may return to work prior to the termination of the requested leave.

B. Other Leave of Absence Without Pay

At the sole discretion of the Registrar an employee may be granted *leave of absence without pay* for a maximum of ninety (90) days for illness of family as defined (i.e. spouse; common-law spouse; parent; children and others with whom the employee permanently resides); for study; or for personal reasons acceptable to the employer.

C. Maintenance of Benefits While on Unpaid Leave of Absence

For an employee granted unpaid leave of absence of less than thirty (30) consecutive days, previously accumulated benefits will be retained but further benefits will not be accumulated during the leave.

Leave of Absence with Pay

A. Compassionate Leave (Bereavement)

An employee may be granted up to three (3) working days per event on the occasion of a death in the employee's family. Family is defined as: father, mother, stepfather, stepmother, foster parent(s), sibling, grandparent(s), spouse, common-law and/or same sex partner, child (including child of common-law spouse or same sex partner), step child or ward of the employee, father-in-law, mother-in-law (including parent of same sex partner), and others permanently residing in the employee's household or with whom the employee resides.

Compassionate leave for other relatives and significant friends may be granted to the same or to a lesser extent, at the discretion of the Registrar.

Compassionate leave may be extended when, at the discretion of the Registrar, additional time is required for travel.

Compassionate leave supersedes vacation days.

B. Special Leave

An employee may be granted *special leave with pay* for each of the following occasions:

1. Change in marital status - 2 days;
2. For illness in the immediate family - i.e. spouse, common-law and/or same sex partner, parents, children and others permanently residing in the employee's household or with whom the employee permanently resides - 2 days;
3. For a father upon the birth or adoption of a child - 2 days.

C. Court Leave

The employer shall grant an employee leave with pay for the period of time the employee is required to:

- i. be available for jury selection;
- ii. serve on a jury;
- iii. appear by subpoena or summons, as a witness in any proceedings in or under the authority or/of a court of justice, grand jury, person, or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Employee Benefits

Participation in the group insurance benefits program is a mandatory condition of employment. For full-time employees the premium is 100% paid by COA after the employment probationary period is completed, including the long-term disability insurance. is provided in the benefit package.

Employees shall be provided with a summary listing and explanatory booklet on the group insurance benefits. Please refer to benefits booklet entitled "Group Benefits Program".

Change of Position

Newly created or vacant regular positions will be posted internally first for a period of time before being posted to the public. Existing employees may apply for and will be considered for these positions in addition to external applicants.

An employee who is promoted to a new position at COA is either confirmed in the position when the appropriate probationary period is completed or is returned to the position previously held by the employee. In the event the previous position has been filled, COA reserves the right to offer the employee a comparable position to the one previously vacated.

Staff Development

Educational programs may be developed for all or various categories of staff. These may include but are not limited to team development and information technology skills. Additionally, regular staff may, with the Registrar's approval, be permitted to attend conferences, conventions, courses and other professional development experiences which qualify as contributing to the development of the individual's potential as a COA employee.

Education Assistance

COA encourages staff to undertake professional development specifically related to their work.

All requests for assistance will be reviewed by the Registrar to determine its appropriateness. Assistance may be in the form of financial aid to cover all or a portion the costs of tuition and/or in the form of time off. All agreements for the above will be in writing and signed by both parties.

Such financial assistance will be repaid to COA if the employee withdraws from the course before successful completion, does not achieve a passing grade, or leaves the employ of COA within twelve months of completing the course. If any one of these criteria are met, the financial aid given to the employee will be deducted from the employee's final pay.

Upon successful completion of a course, the employee must provide written documentation of completion of the course that shall be entered into the employee's personnel record.

Business Travel Expenses

Travel costs incurred while carrying out job responsibilities for COA shall be reimbursed. When an employee uses their private motor vehicle on college business, the employee will be reimbursed at the rate currently approved by the association's Council of Directors.

All claims for reimbursement of monies expended by an employee on COA business must be submitted in writing, on the official expense reporting form of the association, including receipts substantiating the claim. Small expenses below \$10 value (i.e. service

gratuities) may not require receipts at the discretion of the Registrar. COA shall endeavour to reimburse the employee or, in the case of a credit card charge, the credit card companies within fifteen days from the submission of a satisfactorily complete expense claim form.

Salary

The placement of an employee on the appropriate salary scale will take into consideration requirements for the position, the experience, training, education and/or other qualifications of the person, and employment market conditions.

Salary levels are reviewed periodically by the Registrar for inflationary adjustment and a comparison with prevailing rates in the association and business communities.

A. Raises

Pay raises are granted by the Registrar and are based on employee performance and scope of duties. A yearly pay raise based on the employee's performance is for January 1st. Pay raises due to increase in scope of duties are only available upon the discretion of the Registrar and therefore not guaranteed.

Conflict of Interest

The purpose of this code is to enhance members' confidence in the integrity of COA employees. Every employee shall adhere to the following principles:

1. Employees shall act in what they believe to be the best interest of COA;
2. Employees shall perform their official duties and arrange their private affairs in such a manner that will prevent, real, potential or perceived conflicts of interest from arising. If such a conflict does arise between the private interest of the directors, members of staff and their official duties and responsibilities, the conflict shall be resolved in favor of the perceived best interest of the members as governed by COA's code of professional conduct and professional discipline process;
3. Employees shall not knowingly take advantage of, or benefit from, information obtained in the course of their official duties and responsibilities and that information which is not generally available publicly;
4. Employees shall not, after they leave their position, act in such a manner as to take improper advantage of their previous office;

5. Employees shall not solicit or accept transfers of economic benefits, other than incidental gifts, customary hospitality or other benefits of nominal value. Employee shall seek the permission of the Registrar to attend events to which they are invited arising from their employment and/or position with COA;
6. Conflicts of interest known to an employee shall be reported to the Executive Director or, in the case of the Registrar to the Chair of the Council, so that a resolution may be sought.

Service Standards

As a provincial professional organization, COA has a responsibility to provide service to its members in an efficient and timely manner.

In order to sustain a professional level of service the following standards apply:

1. all contact with members shall be handled to the best of the employee's ability in English
2. all employees shall identify themselves as well as the organization when answering the telephone.
3. all telephone messages shall be returned or acknowledged within the next working day. Employees who are traveling or attending a meeting outside the office shall check their voice mail messages each day. At vacation time, the employee's voice mail message should refer callers to a qualified colleague for assistance;
4. The employee shall acknowledge all correspondence within three (3) working days from receipt.

Harassment in the Workplace

COA recognizes the dignity and value of every person and will not tolerate harassment of any kind in the workplace. The Alberta Human Rights and Citizenship Commission describes harassment as a course of conduct or comment which can be works or actions that insult or humiliate a person because of gender, race, colour, sexual orientation or other prohibited grounds. Harassment includes:

1. unwelcome, inappropriate or insulting remarks, gestures, jokes, innuendoes or taunting about a person's body, attire, gender, sexual orientation, disability, racial or ethnic background, colour, place of birth, citizenship or ancestry;
2. the display of pornographic pictures, racist, derogatory or other offensive materials at work;

3. unnecessary or unwanted physical contact such as touching, patting or pinching;
4. sexual solicitation or advances with implied consequences if rejected;
5. refusal to work with or share facilities with other employees because of any discriminatory ground.

If a harassment complaint is deemed to be unfounded, there is to be no retaliation for filing a complaint or providing evidence in the investigation.

A. Complaints Procedure

If an employee believes that he or she is being harassed by a co-worker or a college member or volunteer, the following steps should be taken:

1. The harasser should be told that a particular action or words are unwelcome and asked to stop;
2. If harassment continues, keep a record of all incidents;
3. Inform the Registrar of your concern and, if not resolved, submit a formal written complaint to the Council Chair and retain a copy for your own record.

B. Complaint Investigation

Once a complaint has been filed, the Registrar will conduct an investigation by:

1. interviewing the complainant;
2. interviewing the alleged harasser;
3. interviewing any witnesses identified by the complainant and alleged harasser;
4. keeping a record of all aspects of the investigation.

The Registrar may choose to involve and delegate the investigation to an external qualified human resources consultant. In the event the complaint alleges the Registrar has engaged in harassment, the matter shall be referred to an objective third party qualified in the investigation of harassment.

All interviews will be held in a private area and all information obtained or recorded will be dealt with confidentially. All complaints will receive expedient attention.

Once the investigation is complete, the Registrar or the human resources consultant will prepare a written report and recommend what action, if any, should be taken. Where there is evidence of harassment, appropriate corrective or disciplinary action will be taken. If the complaint involves the Registrar or an association volunteer, the consultant's report must be provided to the chair of the Council of the association who shall convene a meeting with the involved parties at the earliest possible date.

If the matter is not resolved to the satisfaction of the complainant, he or she may wish to lodge a complaint directly with the Alberta Human Rights and Citizenship Commission.

Interpersonal Conflicts

COA employs a relatively small number of employees, and members set high expectations for quality and the timely provision of services. Work volume and stress may result in occasional interpersonal conflicts relating to behaviour and personal communication style.

In the event of a serious conflict that impairs an employee's ability to perform their work with a positive and respectful attitude, the following steps should be taken:

1. Inform the person with whom you have the conflict of your concern(s) and desire to resolve the issue(s) positively and constructively.
2. If there is not resolution, report the concern(s) to the Registrar.
3. Once a complaint has been filed the Registrar will conduct an investigation by:
4. Convening a meeting of the parties with the objective of a positive solution.
5. Interviewing any witnesses identified by the complainant and the other party.

The Registrar may choose to involve an external qualified human resources consultant to mediate the issue(s). In the event the complaint concerns the communication or management style of the Registrar, the Registrar shall refer the matter to an objective third party qualified in the resolution/mediation of interpersonal conflict.

All interviews will be held in a private area and all information obtained or recorded will be dealt with confidentially. All complaints will receive expedient attention.

Once the investigation is completed, the Registrar or the human resources consultant engaged for the work will prepare a written report and recommend what action, if any, should be taken.

Employees should endeavour to recognize that each individual brings their own styles to a work environment, and when differences occur, effort should be made to understand and coach colleagues rather than judging their differences.

Employment of Relatives

Employees are hired or promoted on the basis of their qualifications and suitability for

a position. While relatives of employees shall not be discriminated against, the hiring or promotion of individuals that could result in a conflict of interest, interference of private affairs in performance or work responsibilities, or otherwise cause prejudice to COA or to its employees will be discouraged. Management reserves the right to take appropriate action should a conflict arise.

Termination of Employment

An employee wishing to terminate employment after the completion of their probationary period is required to give written notice to the Registrar. In the event the employer wishes to terminate employment after completion of the employee's probationary period, COA shall adhere to the requirements of the *Employment Standards Act of Alberta* and/or related legal requirements, if any. The only exception to the policy shall be a notice period agreed to in advance, in writing, by both parties as part of the terms of employment.

In the event the employer initiates a termination of employment after the probation period, the employee will be interviewed and given the reason(s) for termination and written notice.

Payment for vacation earned but not taken shall be included in the employee's final pay.

Copies of Personnel Policies

An employee, on commencement of employment, will be provided with a copy of the current personnel policies for regular employees and will be required to sign a letter of offer. Adherence to the policies for employees shall form part of the employment agreement.