Brokerage Policies & Procedures Manual – Assumptions

The Real Estate Council of Alberta (RECA) is providing this information as a sample for Condominium Management Brokers to consider when creating or updating your Brokerage’s Policies & Procedures Manual. Brokers should review and edit the information to fit the policies and procedures of your brokerage.

Editing Tips

* Review the Table of Contents, noting any sections that do not apply to your brokerage and can be deleted.
* Use the **Find and Replace** tool in Word to find all instances of “**<Brokerage Name>**” and replace them with your brokerage name.
* Go through the document, removing the sections you noted and updating remaining sections as necessary.
* Watch for angle brackets: “< >.” These mark brokerage specific information that needs to be added to the document, or choices of sample policies and procedures based on qualifying information.

*Manual Contents are Subject to Change*

While care was taken to ensure the contents of this Manual represent current requirements, the laws and rules affecting condominium management services and managing a business are subject to change. Brokers have a duty to keep themselves up-to-date and make changes to their Brokerage Policies & Procedures Manual when parts become out of date or obsolete. Updating is a continual process.

This Manual is available for download from RECA’s website. RECA will notify registered Brokers by email when RECA updates occur.

RECA appreciates broker suggestions and feedback on this document and welcomes further input towards improvement. Please forward your suggestions to RECA’s Regulatory Compliance Advisor – Condominium Management Brokers (brokers and delegates): Doug Dixon at ddixon@reca.ca

***­­ Disclaimer: In this Brokerage Policies & Procedures (Manual), the Real Estate Council of Alberta is not providing specific legal or other professional advice regarding a condominium management brokerage. The Manual is comprised of general terms, suggested office procedures, suggested brokerage structure, workplace standards, condominium manager licensees’ responsibilities and guidelines, and other important information. You (Brokerage) may have specific issues, concerns or legal questions relating to a condominium management brokerage and if so, it is strongly recommended that you obtain independent legal advice or other expert assistance.***

Policies & Procedures Manual for <Brokerage Name>

Updated as of September 2022

A Manual for Brokerages, Brokers, Associate Brokers, Associates and Assistants

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# Part 1: General Terms and Conditions

**This Part addresses:**

* + 1. **Purpose**
		2. **Implementation and Amendment**
		3. **Application, Administration and Compliance**
		4. **General Policy Statement**
		5. **Proprietary Statement**

**6. Terminology**

## Purpose

This Manual was developed considering the requirements of Section 80.84(d) of the *Real Estate Act* Rules. These policies and procedures outline the expectations of employees of <*Brokerage Name*> and provide a guide for how to conduct business operations and provide condominium management services.

## 2. Implementation and Amendment

This Manual supersedes and replaces all previous policies and procedures for employees of this condominium management brokerage.

This Manual was implemented by the brokerage on <*insert date*>.

The brokerage may amend this Manual at any time. Any amendments will be communicated to brokerage employees and will be binding upon all brokerage employees.

## 3. Application, Administration and Compliance

The Manual applies to all employees, including licensed and unlicensed employees, such as assistants and administrative staff. All sections of the Manual apply to licensees. Those sections stated to be “applicable to licensees only” do not apply to unlicensed employees. *For guidance on the role of assistants in the employ of the brokerage, please read* [*RECA Information Bulletin: ASSISTANTS – Condominium Management.*](https://www.reca.ca/wp-content/uploads/2021/11/Condominium-Manager-Assistants-Information-Bulletin.pdf)

(*If the Brokerage wishes to explore a non-employee/independent contractor relationship with its condominium management licensees, the Brokerage should consult RECA Regulatory Compliance Advisors before entering the relationship*.)

The provisions of this Manual and any brokerage policies apply when employees are working at the brokerage or representing the brokerage with clients or customers, whether in-person or virtually. <*Brokerage Name*> will apply the contents of this Manual and any brokerage policies to work-from-home situations as appropriate. The brokerage will apply this Manual consistently.

If there is a conflict between the content in this Manual and brokerage information shared elsewhere, the policies and procedures in this Manual shall prevail. Employees should report any conflicts to the broker.

All <*Brokerage Name*> employees must read and comply with the content of this Manual. Each new employee must sign an Acknowledgment of Understanding [(Part 19)](#_Part_19:_) after being given an opportunity to read the Manual in detail.

All employees must comply with the Manual. Failure to comply with the Manual may result in discipline, up to and including termination of employment.

## 4. General Policy Statement

All employees share a desire to promote well-being and increase productivity so that the brokerage and its’ clients are well and efficiently served.

The Manual is an integral part of the organization to maintain harmony and positive working relationships between the brokerage and its employees.

The Manual has been developed to assist employees and to ensure organizational standards are clearly understood and complied with. The policies and procedures contained within this Manual indicate how the brokerage will govern and manage its operations.

The Manual sets forth certain terms and conditions of employment relating to pay rate, hours of work, employee benefits, values and general working conditions affecting employees which shall apply to all employees unless otherwise specified in an employee employment contract, entered into between an employee and the brokerage. In addition, any employees retained by the employer on a temporary basis shall be governed by the policies and procedures in this Manual, where applicable, and as determined by the brokerage.

## 5. Proprietary Statement

This Manual contains proprietary information of <*Brokerage Name*>. You, the employee, may not use, reproduce, copy, transmit, or disclose this proprietary information to any other parties for any purpose without the express written permission of the broker.

You must return any copies of the Manual to management prior to leaving our employ.

## 6. Terminology

Throughout this Manual you will find terms that have specific definitions within the industry. To ensure shared understanding, these terms are defined as:

|  |  |
| --- | --- |
| ***Act***  | *Real Estate Act* RSA 2000, c R-5 |
| **Associate** | An individual who is licensed by RECA as a condominium manager associate and is employed by or associated with a licensed condominium manager brokerage in Alberta and is registered with and approved to provide condominium management services on behalf of that brokerage. |
| **Associate Broker** | An individual who is licensed by RECA as a condominium manager associate broker and is employed by or associated with a licensed condominium manager brokerage in Alberta and is approved to provide condominium management services on behalf of that brokerage. The associate broker is responsible for responsibilities delegated by the broker. |
| **Broker**  | An individual who is licensed by RECA as a condominium manager broker and is employed by or associated with a licensed condominium manager brokerage in Alberta and is registered with and approved to operate a condominium manager brokerage and provides condominium management services on behalf of that brokerage. The broker is responsible for the operation of the brokerage and the supervision of all its employees. There can only be one broker for each brokerage. |
| **Brokerage** | A company, partnership or sole proprietorship licensed by RECA as a condominium manager brokerage and employs or has associated with it one licensed and registered condominium manager broker. A brokerage must have a broker responsible for its operation. |
| **Bylaws** | The bylaws adopted by a condominium corporation under the *Condominium Property Act*. |
| **Client** | A condominium corporation who has entered into a written service agreement with a condominium management brokerage, in accordance with the *Real Estate Act* Rules. |
| CPA | *Condominium Property Act*, RSA 2000, c C-22. |
| **CP Regulation**  | Condominium Property Regulation, Alta Reg 168/2000. |
| **Customer** | A person who has contacted, but not engaged or employed, a condominium management brokerage to provide condominium management services. |
| **Employee** | Any person, including associates, broker, associate broker and administrative and support staff, who works for the condominium management brokerage, full-time or part-time, unlicensed or licensed.  |
| **Licensee** | Any person who is authorized by RECA to provide condominium management services in accordance with the *Real Estate Act*. |
| **Regulations** | Regulations approved under the *Real Estate Act* from time to time, including the Exemption Regulation, Alta Reg 111/1996 and Real Estate (Ministerial) Regulation, Alta Reg 113/199. |
| **Supervisor / Manager** | The person assigned responsibility for work assignments, performance management, overtime and leave requests of an employee at a brokerage. The brokerage will identify the supervisors or managers. |
| **Rule or Rules** | The current *Real Estate Act* Rules. |

## Part 2: About <*Brokerage Name*>

<*Insert welcome message for new employees, including your culture statemen, or details about your brokerage’s informal culture*>

<*Brokerage Name*> holds a licence under the *Real Estate Act* and the brokerage complies with all legislative requirements and requires that all licensees and employees do the same.

**This Part addresses:**

1. **Our Brand**
2. **Brokerage Background**
3. **Brokerage Structure**

## 1. Our Brand

### Mission

<*insert your brokerage mission statement*>

### Vision/Objectives/Goals

<*Insert any vision or objectives & goals of your brokerage*>

### Philosophy/Values

<*Insert any values or philosophy that the brokerage and brokerage staff work within*>

### Service Quality

<*Brokerage Name*> is a service organization, whose role is to assist clients and customers and those owners, tenants and occupants associated with clients in a professional, competent, and courteous manner that displays service excellence. The brokerage is committed to service excellence.

### Competent Services

The brokerage and its licensees provide condominium management services. Licensees are reminded the *Real Estate Act* Rules stipulate licensees must provide competent service and prohibit reckless conduct. There are specific rules and procedures that apply to the services that licensees provide. The brokerage’s “errors and omissions” insurance coverage may exclude certain activities; therefore, brokerage employees must obtain the broker’s consent a) before offering to provide a service where they have no training or experience, or b) obtain the appropriate licence, or c) refrain from acting, where the service falls outside the typical condominium management services. It is important to ensure we know who we are dealing with and the type of condominium management services before proceeding.

## 2. Brokerage Background

<*Insert brokerage background, which could include a summary of its history, involvement with industry associations and the local community*>

## 3. The <*Brokerage Name*> Structure

### Management/Administrative Structure

<*Insert an organizational chart, a list of licensees and administrative staff, employee contact info, etc.>*

### Brokerage Responsibilities

* ensuring it carries out its business competently and in accordance with the *Real Estate* *Act*, Regulations, Rules, the CPA and any other laws that govern, providing condominium management services and business activities
* supporting its licensees and administrative staff
* promoting the integrity of the industry by providing clients with excellent service

### Broker Responsibilities

* providing direction and guidance on all issues around any condominium management services and brokerage administration
* supervising all licensees and administrative staff, ensuring adherence to the requirements of the *Real Estate* *Act*, Regulations, Rules, CPA and Regulations, the bylaws of the client condominium corporation, any written service agreements and this Manual
* holding accountable all licensees representing the brokerage as being professional in all their interactions with clients, and the owners, tenants and occupants associated with clients, and any customers of the brokerage
* resolving disputes (see [Part 4-11](#_Part_4:_Workplace) Dispute Resolution)
* reading all communications from RECA and acting upon them, as necessary
* cooperating fully with any representative of RECA carrying out their duties and responsibilities under the Act

### Associate Responsibilities

* providing condominium management services only in the name that appears on their licence and in the name of the brokerage
* professionally and competently delivering services to the clients
* keeping current with continuing education, licensing and membership requirements and practices
* knowing, following, and remaining up to date with changes to the *Real Estate* *Act*, Regulations, the Rules, the CPA and the standards of practice published by RECA
* reading all communications from RECA and acting as necessary
* responding promptly to broker or brokerage inquiries
* immediately notifying the broker and RECA of certain information changes and specific events
* cooperating fully with any representative of RECA carrying out their duties and responsibilities under the Act

# Part 3: General Office Policies & Procedures

**This Part addresses:**

1. **Hiring Procedures**
2. **Orientation**
3. **Probation**
4. **Accommodation**
5. **Job Descriptions**
6. **Duties and Responsibilities: Administration and Support Staff**
7. **Facilities and Office Etiquette**
8. **Office Access**
9. **Parking**
10. **Information Technology and Electronic Communications**
11. **Working Offsite**
12. **Conflict of Interest**

## 1. Hiring Procedures

### Employment Equity

<*Brokerage Name*> prohibits discrimination. The brokerage welcomes diversity and the synergy stemming from all perspectives because of different backgrounds and experiences.

In keeping with the *Alberta Human Rights Act*, the brokerage will not refuse to employ or continue to employ someone, treat someone unfairly in the workplace or follow policies or practices that deprive someone of employment opportunities on the basis of that person’s race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

### Recruitment

Generally, vacant positions will be filled by the best qualified applicant.

The applicant must pay for background checks, record and licence verifications, and criminal record checks, if required. The brokerage does not reimburse for these costs.

## 2. Orientation

New employees will be oriented to <Brokerage Name>’s general operations by working with a designated employee to complete the employee orientation checklist. This checklist will be attached to the offer of employment and kept in the employees’ personnel file.

<insert orientation checklist items>

The brokerage will provide new employees with the following:

* this Manual, either in hardcopy or electronically
* training, as necessary, on:
* office technology and telephone systems
* office administration and accounting procedures
* passwords or codes for all necessary systems
* <*add other items provided*>

The following items will be prepared:

* photograph
* website bio and professional background information, as required
* <*add other items as required or provided*>

Employees new to the brokerage must, on the first day of employment, complete and sign:

* applicable income tax forms
* personal and emergency contact information form
* employee agreement, if applicable
* membership application for any professional associations, if applicable
* Confidentiality Agreement
* Respectful Workplace Policy12

• Code of Conduct <See [Part 14 of this Manual](#_Part_14:_Employee), Employee Code of Conduct>

## 3. Probation

Each new employee will complete a probation period at the beginning of their employment with <*Brokerage Name*>. The standard probation period is <*ninety days*>, but the brokerage may extend the length of this period depending on the nature of the job and the candidate’s skills.

The length of an employee’s probation period will be communicated and documented during the hiring process. During orientation, the brokerage will communicate and document the expectations of an employee’s probation period.

The probation period provides the employee and <*Brokerage Name*> time to evaluate whether the new work relationship is mutually satisfactory. It also allows the brokerage to determine whether the employee can succeed in the position for which they have been hired.

If necessary, the supervisor can recommend an extended probation period, to further evaluate skills.

Any unsatisfactory performance or behaviour will be discussed with the employee in advance of the end of the probation period to give the employee an opportunity to rectify the issue in advance. An employee should not be surprised by the feedback or constructive criticism given at the end of the probation.

If the supervisor has determined that the employee’s performance during the probation period was below expected standards and is not likely to be rectified by further training or guidance, the brokerage may terminate the employment relationship. The employee will be given notice and be paid, as per the employment contract or in accordance with the Employment Standards Code.

## 4. Accommodation

The brokerage will accommodate, to the point of undue hardship, an employee who requires accommodation on the basis of that employee’s person’s race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, along with any other protected grounds specified in the *Alberta Human Rights Act*.

With respect to an employee who is suffering from a physical or mental disability:

1. when it is determined, on the basis of a medical evidence, that an employee is incapable of performing essential duties associated with his or her position to a satisfactory standard as a result of physical or mental disability or impairment, the brokerage will make every reasonable effort to accommodate the employee unless there is undue hardship, first in their own job;
2. if accommodation in the employee’s own job is not possible, the brokerage will attempt to accommodate the employee in another position within the brokerage or by altering the job duties of another position such that the employee is able to perform the essential duties of the position;
3. if the brokerage is able to accommodate the employee it shall pay the employee for such work as the employee is able to perform to an acceptable standard, which may result in the employee’s wages being reduced accordingly;
4. where it is not possible to accommodate an employee without causing undue hardship, the employment relationship will terminate.

Employees are expected to take responsibility for the employee’s own accommodation needs and to work with the brokerage to explore possible solutions.

## 5. Job Descriptions

<*determine if the brokerage will use job descriptions. If so, insert brokerage’s policy on job descriptions or consider using the following*>

The brokerage prepares and maintains written job descriptions for each position. All employees will be provided with a copy of their job description.

Employees and the brokerage use job descriptions as a management and evaluation tool for the following purposes:

1. training and orientation,
2. developing performance and training plans,
3. organization of work units,
4. delegation of responsibility and accountability,
5. performance evaluation,
6. employee selection and retention,
7. job evaluation and salary.

If there is a significant change in the duties of a position, the job description may be revised. Any revisions to a job description must be reviewed and approved by the broker.

## 6. Duties and Responsibilities: Administration and Support Staff

### Management Support

Licensees are to consult the broker or associate broker on any new, unfamiliar or difficult condominium management services. The broker or associate broker should be available at the office during normal business hours or by cell phone, text message, or email.

Administrative Support

Administrative staff <*are/are not*> available to provide administrative assistance to licensees. Licensees are expected to seek assistance for non-licensed duties. Licensees must be patient and considerate when requesting assistance.

Administrative staff of <*Brokerage Name*> are responsible for maintaining the day-to-day operations of the brokerage office. These duties include:

* the responsibilities in their job description
* opening the office
* answering and forwarding incoming calls
* forwarding incoming emails
* processing incoming and outgoing mail and courier packages
* stocking the business machines (e.g., copier, printers) with paper and toner or ink
* preparing the office for closing

### Accounting Operations

<*Brokerage Name*> <*employs/does not employ*> dedicated staff persons to oversee all accounting operations, including accounts receivable and payable, brokerage budgeting, reconciliation of any trust accounts, and any accounting operations set out in the client written service agreements.

<*The brokerage will separate the accounting operations of the brokerage from the accounting operations of the client.*>

## 7. Facilities and Office Etiquette

### Common Spaces

The appearance of the brokerage office affects how the public views <*Brokerage Name*>. The office must be kept tidy, clean, and in good repair.

All employees are expected to clean and tidy up after themselves and their clients or guests. For example: leave meeting and supply rooms ready for the next person the way you would hope to find the room when you need it.

Employees should immediately inform the broker if anything in the office needs repair.

### Office Supplies & Stationary

<Insert policies for office supplies, who has access, process for ordering, etc.>

Office supplies used daily for the purpose of the business, are provided for all employees. Supplies are in the <*supply room*> area and employees can access these supplies as required.

If an employee removes a supply or stationary item, they must inform the person who oversees the ordering of the supplies to ensure that the supplies are adequately stocked and maintained.

If an employee or associate requires an office supply or stationary product that is not regularly stocked, the employee can request the supply or product. Requests are to be submitted in writing by email or by requisition form to the appropriate staff member. Requests must be approved before the office supply or stationary product is ordered.

### Kitchen/Lunchroom

The office kitchen/kitchenette is available for staff use and is equipped with <*a fridge, microwave, sink, and dishwasher*>. Employees are expected to keep the kitchen clean: loading & unloading the dishwasher, promptly cleaning up of spills and any food explosions in the microwave, removing food from the fridge, etc.

### Smoking

The brokerage office is a non-smoking space. All smoking, including the use of e-cigarettes and vaporizer devices (vapes), should be done outside and at least five meters from any doorway and in the designated smoking area. <*A fireproof ashtray or device is required for disposal of all flammable materials*.>

## 8. Office Access

All employees will receive <*specify whether keys, access card, fob, etc.*> and an alarm code to access the brokerage office and are solely responsible for the security and use of this access. Do not share your alarm code <*or give your* *keys*> to anyone else.

Never write or input your alarm code or any other codes or passwords in a place that can be accessed by others. If you <lose your keys or> forget your alarm code, immediately inform the broker.

The last employee leaving the office for that day must conduct a sweep and inspection of all areas to ensure that the office is vacant, and no one is trapped or left behind in the office.

Employees must return any brokerage <*keys, fobs*> immediately upon termination of employment with <*Brokerage Name*>.

## 9. Parking

Employees must park their vehicles in parking spaces located away from the entrance to the building. Parking spaces located close to the entrance are to remain, as much as practicable, for the use of <*Brokerage Name*> clients, vendors and potential customers.

<*If paid parking or assigned parking spots, enter any processes employees need to know*>

## 10. Information Technology and Electronic Communications

<*insert policies and procedures around any IT systems & equipment. See* [*Part 17*](#_Part_17_Electronic) *Electronic Communication Policy and* [*Part 18*](#_Part_18_Information) *Information Technology Network Security Policy as a sample*>

(*Please also use the extensive information provided in the 2020 Condominium Manager Broker Update REP course, or the Condominium Manager Broker Program course & the Cybersecurity Checklist (*[*Part 11*](#_Part_11:_Cybersecurity)*) to further develop your cybersecurity policies within this document*.)

## 11. Working Offsite

<Insert any specific work from home policies of the brokerage or use the following>

Employees may submit a request to work offsite in writing to the broker that explicitly outlines where they intend to complete their work. The broker will review the request and make a decision based on employee role, employee performance, impact on workflow, impact on client service, and functional employee coverage. A decision will be communicated to the Employee, in writing, within thirty (30) days. The decision and any related agreements will be signed by the broker and the employee, and a copy will be placed in the employee’s personnel file. Prior to beginning any offsite work, a list of deliverables and deadlines will be agreed to in advance with the broker. The broker or a supervisor will follow up with the employee on a regular basis to ensure deliverables have been successfully accomplished. The broker and supervisor must have a reliable means of communicating with the Employee during standard work hours.

The working offsite agreement will be reviewed periodically and may be revoked if the employee does not maintain a satisfactory performance review or operational requirements dictate.

## 12. Conflict of Interest

<*insert the brokerage’s conflict of interest policy. See* [*Part 16*](#_Part_16._Conflicts) *Conflicts of Interest Policy as an example*>

# Part 4: Workplace Standards

<*Brokerage Name*> is committed to providing a workplace built on respect, dignity, and safety, and expects all employees to act with courtesy and professionalism in all their actions as representatives of the brokerage.

For our purposes, the workplace is not limited to the brokerage office but extends to any interactions where the employee is acting in the role as representative of the brokerage, including meetings and all interactions involving the client.

**This Part addresses:**

1. **Confidentiality**
2. **Employee Code of Conduct**
3. **Respectful Workplace Policy**
4. **Occupational Health and Safety**
5. **Personal Standards and Dress Code**
6. **Hours of Work**
7. **Meal and Rest Breaks**
8. **Reliability**
9. **Grounds for Discipline**
10. **Employment Termination**
11. **Dispute Resolution**
12. **Legal Action Against the Broker or Licensee**
13. **Business Continuity Management**

<*Brokerages may wish to consult the* [*Employment Standards Tool Kit for Employers*](https://www.alberta.ca/employment-standards-publications.aspx) *for additional resources on some items*>.

## 1. Confidentiality

All employees are required to read, understand and sign the Oath of Confidentiality ([Part 15](#_Part_15._Confidentiality)) at the beginning of employment.

The Oath of Confidentiality must be reviewed and signed annually as part of the annual review of the broker’s privacy procedures and requirements.

All information regarding the brokerage and its activities is considered confidential unless it has been approved for release by the broker. All employees are expected to use caution and good judgment in discussing information related to their job and/or the operations of the brokerage.

All queries from the media must be referred to the broker. Depending on the nature of the information requested, the release of information to the media must be approved by the broker.

Any breach of an employee’s confidentiality obligations may result in immediate termination for cause. If the employee has already left his or her position with the brokerage, the breach may result in legal action, if required.

## 2. Employee Code of Conduct

<All employees must read, understand and sign the Employee Code of Conduct ([Part 14](#_Part_14:_Employee)) at the beginning of employment.>

## 3. Respectful Workplace Policy

All people are equal, deserve to be treated with dignity and fairness and have the right to work in a professional environment with equal opportunity and without fear of discrimination, harassment, or violence.

Any employee experiencing or witnessing discrimination, harassment, or violence in the workplace is expected to report this behaviour to the broker.

<*Brokerage Name*> will not tolerate any employee behaving in a way that may harass, discriminate against, or harm others. <*Brokerage Name*> has a responsibility to investigate allegations, complaints or reports of these behaviours.

<*Brokerage Name*> has adopted a Respectful Workplace Policy which describes conduct, processes, timelines and outcomes. Employees should read the Respectful Workplace Policy and follow the processes when a non-respectful concern or situation arises.

<*Please use the extensive information provided in the Respectful Workplace Policy (*[*Part 12*](#_Part_12:_Respectful)*) to further develop your respectful workplace policy within this document*.>

## 4. Occupational Health and Safety

All workers in Alberta have rights under the *Occupational Health and Safety Act*, including the right to:

* **know** if there are duties or areas within their job or worksite that may expose them to danger
* **participate** in activities and discussions on health and safety in the workplace
* **refuse** dangerous work

A “worker” can be an employee of the brokerage, a third-party contractor at the brokerage, or any other person at a brokerage job site for work purposes.

If an employee is injured in the workplace, they must report the injury <*enter to whom the injury must be reported or, if an incident report form must be filled out and submitted, include that information*.>

Employees unable to work due to an injury incurred at the workplace are entitled to compensation through <*Brokerage Name*>’s short-term disability benefit, if in place, and/or Workers Compensation insurance or employment insurance disability benefits.

<*Brokerage Name*> is committed to ensuring the safety of all employees is a priority.

<*Please use the extensive information provided on the Alberta Occupational Health & Safety website to further develop your health and safety plans and policies. The* [*website*](https://www.alberta.ca/occupational-health-safety.aspx) *contains numerous bulletins, resources and templates for guidance*.>

### Health and Safety Representative

<*This section is required for all brokerages that employ 5–19 workers. The brokerage may choose to remove this section if your brokerage has fewer than five workers*.>

As per Alberta’s *Occupational Health and Safety Act*, <*Brokerage Name*> has an employee Health and Safety Representative <*insert name and contact information*>. This representative is chosen by the employees, not appointed by management. The representative is responsible for meeting regularly with the broker to discuss health and safety matters.

### Health and Safety Program and Health and Safety Committee (HSC)

<*This section is required for all brokerages that employ 20 or more licensees and administrative staff at a single job site. You may choose to remove this section if your brokerage has fewer than 20 employees at a job site, which includes a virtual job site*.>

As per Alberta’s *Occupational Health and Safety Act*, <*Brokerage Name*> has established a Health and Safety Program, including a Health and Safety Committee. <*include how or where to access the Program or append it to this manua*l>

<*Brokerage Name*>’s Health and Safety Programs includes these <*10*> elements:

<*select the applicable items for the brokerage*>

1. health and safety policy
2. hazard assessment and control
3. emergency response plan
4. statement of OHS responsibilities of the employer, supervisors, and workers at a work site
5. schedule and procedures for work site inspections
6. procedures for when another employer or self-employed person is working at the work site
7. health and safety orientation and training for workers and supervisors
8. procedures for investigating incidents, injuries, and refusals to work
9. procedures for worker participation in work site health and safety, including inspections and investigating incidents, injuries, and refusals to work
10. procedures for reviewing and revising the health and safety program

The Health and Safety Program includes a Health and Safety Committee. This committee is made up of staff representatives (not associated with or appointed by management) and management representatives who are responsible for:

* addressing concerns and complaints about the health and safety of workers
* identifying and clearly communicating worksite hazards to workers or other persons
* developing, promoting, and evaluating measures to protect the health and safety of employees
* cooperating with Alberta Occupational Health and Safety Officers exercising duties under the *Occupational Health and Safety Act*, the Regulations, and the Code
* developing and promoting programs for education and information concerning health and safety
* making recommendations to the broker respecting the health and safety of workers
* investigating serious injuries and incidents at the worksite
* maintaining records on concerns and complaints received
* attending other matters relating to the duties of the committee
* performing additional duties as may be specified in the Occupational Health and Safety Act, Regulations and Code

As required under the *Occupational Health and Safety Act*, <*Brokerage Name*> will support the establishment and work of the committee by:

* providing adequate resources, time, and training to help committees and representatives function effectively
* holding meetings and carrying out duties and functions during normal working hours
* posting the names and contact information of committee members and representatives where they are accessible to all employees

The Health and Safety Program is available to all brokerage employees as part of the orientation package.

<*Note: A health and safety program would be customized to each brokerage, so brokerages are encouraged to seek the appropriate expertise through a consultant or legal counsel*>

### Safety

Brokerage employees can find themselves in situations where they are alone, or in unfamiliar locations with people they do not know. Employees can find themselves at risk for assault, robbery, and verbal abuse.

Employees shall not meet with any client or supplier/contractor at the employee’s home or home office.

<Brokerage Name> encourages all employees who may find themselves working alone to use prevention strategies including a safety awareness checklist and safe visit plan.

### Safety Awareness Checklist

<*The broker should create an appropriate checklist for scenarios that may occur in areas employees may find themselves working in, such as meetings in client’s homes, or other private places, travelling alone, or meetings in offices after hours, etc.*

*Additional situations to consider may include client behaviours to watch out for, specific locations, previous experiences, and the presence of dangerous items or animals.* >

### Safe Visit Plan

When meeting a prospective or new client, employees should:

* meet them in the office or a public space
* provide the brokerage with the name of the client and the location of the meeting
* get the make and model of the client’s vehicle if meeting at a private place
* if meeting at the brokerage office before taking a single vehicle to an offsite location
* consider having someone accompany them to any offsite initial meetings
* always keep cellphone on hand to call 911 if necessary
* inform the brokerage when to expect to hear from or see the employee back in the office

<*The Government of Alberta has developed checklists to assist in creating appropriate safe work plan. Download* [*Working Alone Safely: A Guide for Employers and Employees*](https://open.alberta.ca/dataset/e16f72f5-25ca-457d-ab95-cab1259526a8/resource/7a9b2392-904c-4a9e-b6cb-299c136a304d/download/2485490-2000-09-working-alone-safely-guide-for-employers-and-employees.pdf) *(see Appendix 1.2 and Appendix 1.5*).>

<*Brokerage Name*> <*will/will not*> compensate licensees for creating an emergency kit for their vehicles. This kit should include <*brokers should complete the Checklist for Employees Who Travel Alone, Appendix 1.4 of Working Alone Safely: A Guide for Employers and Employees to develop a policy/plan for their brokerage*>.

## 5. Personal Standards and Dress Code

To present a professional image, <*Brokerage Name*> has a business-casual dress code and expects all representatives to practice good hygiene when in the office and when meeting with clients or suppliers, whether in-person or virtually.

Casual clothing such as baseball caps, casual tees, shorts, jeans with rips or tears, tank tops, flip flops, etc. are not acceptable for situations where employees are acting as a representative of the brokerage.

We appreciate that it may be necessary to make dress code allowances, due to religious or other reasons. The broker reserves the right to assess these situations on a case-by-case basis.

The brokerage office is scent free. Employees are asked to refrain from wearing perfume or cologne and to keep other personal care scents to a minimum when in the office. Employees meeting with the public are also advised to keep scent to a minimum, in consideration of allergies and other sensitivities.

### Automobiles

Employees using their automobile for business-related travel are expected to keep it neat, clean and in good mechanical order.

Employees are not encouraged to transport clients or contractors or other employees for business purposes.

Employees using their vehicle for business purposes must maintain a current driver’s licence, vehicle registration and appropriate insurance for partial business use. They must immediately notify the broker if their driver’s licence is suspended or terminated for any reason. These employees must provide the brokerage with proof of vehicle insurance coverage annually.

### Substance Use

<*Brokerage name*>is dedicated to ensuring a safe and efficient workplace that is drug and alcohol-free. At no time, in capacity as a representative of <*Brokerage Name*>, are employees permitted to be under the influence of alcohol, cannabis, or illicit drugs. Inhalants and “sniffing” are strictly prohibited.

Employees taking prescription medications must take them as prescribed.

The use, possession, purchase, sale, manufacturing, distribution, dispensation or transfers of alcohol, cannabis, or illegal drugs is prohibited on any <*Brokerage name*> property or client property.

There is zero tolerance for the consumption of any impairment causing substances and use of a motor vehicle by any employee.

## 6. Hours of Work

All Employees are expected to report to work during regular working hours as designated in this manual unless altered in their Employment Agreement. Employees who are required to attend board meetings and general meetings of condominium corporations may have altered hours of work to reflect their meeting commitments.

Normal office hours are from <*insert hours e.g. 8:00 a.m. to 4:30 p.m*.> each work day. Other hours may be arranged as required and may be agreed upon as determined by the broker.

Management office hours are from <*insert hours e.g. 9:00 am to 5:00 pm*> each work day.

Employees working outside of the normal work environment must always keep their broker informed of their location.

Any employee who will be absent from or late for work must contact their supervisor as early as possible before their normal start time so that the supervisor can plan for their absence and arrange for necessary duties to be performed. Supervisors are responsible for the proper recording of lateness and absence with respect to all employees.

## 7. Meal and Rest Breaks

The broker follows Employment Standards legislation for employee meal and rest breaks.

Employees who work a shift that exceeds five (5) hours but is less than ten (10) hours are provided with one (1) <*paid or unpaid*> meal period of thirty (30) minutes in length each day. Meal periods may be scheduled to accommodate operational requirements. If an unpaid meal period, employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

In lieu of a 30 minute meal period, employees who work a shift that exceeds five (5) but is less than ten(10) hours, are entitled to two (2) fifteen (15) minute paid or unpaid rest periods per day. Each rest period shall be scheduled as near as possible to the mid-point of the work periods.

<*If the broker wishes to exceed minimum employment standards, the broker can offer the following*>

Employees who work seven and a half (7.5) hour workdays, are entitled to two (2) additional fifteen (15) minute paid rest periods per day.

Employees who work three (3) hour to four and a half (4.5) hour workdays are entitled to one (1) fifteen(15) minute paid rest break.

During rest periods employees shall conduct themselves in a respectful manner and will not interfere with the ongoing operations of the workplace. Employees should take their rest periods away from the public reception area.

## 8. Reliability

<*Brokerage Name*> employees are expected to arrive on time and ready to work according to their approved work schedule at the brokerage.

All absences should follow [Part 7](#_Part_7:_Compensation,) of this Manual.

If an employee is consistently late or absent or is otherwise found to be abusing any leave policy, the broker may initiate disciplinary action.

## 9. Grounds for Discipline

<*Brokerage Name*> retains the right to address, by discipline or dismissal, an employee’s unacceptable behaviours including:

* unsatisfactory performance
* absenteeism or lack of punctuality without satisfactory reason
* excessive absenteeism
* abuse or misuse of a leave of absence
* theft or fraud
* breach of trust
* dishonesty
* unauthorized disclosure of information
* discrimination, harassment, bullying or violence in the workplace
* conduct that endangers the safety of any employee or client
* defacing or destroying brokerage or employee property
* willful or negligent damage to or destruction of brokerage or client property
* willful misconduct or disobedience of lawful and reasonable order
* failure to attend required meetings, courses, workshops, and conferences without valid reason
* failure to carry out assigned duties
* possession of brokerage records or property without authorization
* conduct detrimental to the safe and proper business practices of the brokerage or its employees
* any breach of an obligation in a written service agreement
* certain off-duty conduct
* breach of this Manual, any brokerage policy or legislation applicable to the brokerage.

### Off-Duty Conduct

All Employees must professionally represent the brokerage at all times. In some instances, off-duty behaviour may result in disciplinary action up to and including termination for cause.

Off-duty conduct that may result in disciplinary action up to and including termination for cause includes, but is not limited to, any conduct:

1. that harms the reputation of the brokerage;
2. that renders the employee unable to satisfactorily perform the employee’s job duties;
3. that results in refusal, reluctance, or inability of other employees to continue working with the employee;
4. where the employee is found guilty of a serious breach of the *Act* or the *Criminal Code;*
5. that makes it difficult for the brokerage to carry out its responsibility to efficiently manage workflow and manage the workforce; and
6. that damages an employee’s standing with the employee’s regulatory body as it pertains to the employee’s professional licence or certification.

The disciplinary action taken will be determined by the severity of the situation. Written documentation will be prepared and kept in the employee’s personnel file.

## Employment Termination

### Employee-driven Termination

An employee wishing to terminate (resign) their employment must give written notice, unless within the probationary period.

The amount of written notice required by law depends on the length of employment:

* after probation, but under two years requires one week’s written notice
* two years or more requires two weeks’ written notice

An employee may terminate their employment without notice in the case of extraordinary circumstances and be entitled to the same rights as if they gave the required written notice. Extraordinary circumstances include, but are not limited to:

* physical or mental health or safety is at risk by continuing to work
* unforeseen or unpreventable circumstances beyond the control of the employee prevents the employee from continuing to work
* the employee is being temporarily laid off and communicates their unwillingness to return later
* the employer reduces the rate of pay for wages, overtime, vacation, general holidays, or reduces the hours of work for full-time employees

<*if the brokerage intends to take an action to reduce wages or alter terms and conditions of employment, the brokerage should obtain prior legal advice*>

When employment is terminated, employees must be paid their earnings as follows:

* within 10 consecutive days after the end of the pay period in which termination occurred, or
* 31 consecutive days after the last day of employment.

The brokerage may choose whichever option best suits their needs.

Provided that the employee gives the required notice, the brokerage must pay all wages, overtime, general holiday pay, and vacation pay due to the employee for the entire notice period following the termination of employment.

If an employee resigns without required notice, the brokerage must pay all wages, overtime, general holiday pay, and vacation pay due to the employee up to and including the final workday.

A Record of Employment must be issued according to Canada Revenue Agency guidelines within five (5) calendar days of the termination date if completing on paper. If completing electronically, within five (5) calendar days of the end of the pay period or 15 days after the termination date whichever is earlier.

The employee will immediately return all brokerage property and /or client property in their possession and advise of any client passcodes at the time of termination. The brokerage will change any passcodes or access permissions at the time of termination. The brokerage will advise any relevant clients that the employee has left the brokerage.

If an employee is absent from the workplace for <*two (2*)> consecutive scheduled days without any notice or legitimate explanation to the brokerage, the employee will be deemed to have voluntarily terminated their employment.

### Licensee Additional Responsibilities on Termination

Licensees must give the broker the appropriate notice, identified in their contract with the brokerage, before they leave the brokerage. When leaving the brokerage, the licensee must comply with the requirements in the [*Real Estate Act* Rules](https://www.reca.ca/wp-content/uploads/2022/08/Rules-2022-08-19.pdf). Please refer to Part 6, Section 19 of this Manual (Leaving the Brokerage).

### Employer-driven Termination

<*Brokerage Name*> is required to provide written notice of termination unless the employee is still within their probation period, or the employee is dismissed for just cause. The amount of written notice required by law depends on the length of employment:

* after probation, but under two years employment requires one week’s written notice
* two years employment or more requires two weeks’ written notice
* four years employment but less than six years requires four weeks written notice
* see additional requirements for longer term employees in Alberta employment standards legislation.

In lieu of notice, the brokerage may grant a combination of written notice and termination pay which must total the applicable termination notice period. <*Brokerage Name*> will provide all wages, overtime, general holiday pay and vacation pay due to the employee following the termination of employment.

When employment is terminated, employees must be paid their earnings as follows:

* within 10 consecutive days after the end of the pay period in which termination occurred, or
* 31 consecutive days after the last day of employment.

The brokerage may choose whichever option best suits their needs.

### Just Cause Termination

<*Brokerage Name*> may terminate an employee without notice or termination pay in the case of just cause. Circumstances resulting in just cause include, but are not limited to, any of the circumstances giving rise to disciplinary action.

<*The brokerage is encouraged to consult appropriate legal counsel before terminating an employee for just cause*.>

Following the termination of employment <*Brokerage Name*> will provide all wages, overtime, general holiday pay and vacation pay due to the employee up to the termination. The brokerage will obtain from the employee all brokerage property and / or client property in their possession and any client passcodes at the time of termination and will change any passcodes or access permissions at the same time. The brokerage will advise any relevant clients that the employee has left the brokerage.

A Record of Employment must be issued according to Canada Revenue Agency guidelines within five (5) calendar days of the termination date if completing on paper. If completing electronically, within five (5) calendar days of the end of the pay period or 15 days after the termination date whichever is earlier.

## 11. Dispute Resolution

Amicable relationships between <*Brokerage Name*> employees and others are essential to the brokerages’ work.

All employees are accountable for their actions and advice, fostering good will and cooperation, delivering outstanding quality and results. We aim to exceed client expectations. We expect you will do all of this while meeting your obligations to fulfill your contractual and fiduciary duties to each client.

Employees who have differences or disputes with another employee or manager should attempt to resolve the difference or dispute with the other person directly. Employees who require assistance should speak to a manager for assistance. The Alberta Government has published several resources to assist employees resolve workplace conflicts. See: *Managing Conflict at Work and Use the Right Words and Questions to Manage Conflicts and Talk it Out: How to Use Issue-Based Problem Solving.*

Disputes requiring mediation should immediately be brought to the attention of the broker who will determine the best course of action.

### Disputes Within the Brokerage

Any unresolved disputes involving two or more employees of <*Brokerage Name*> must be brought to the attention of the broker who will:

* meet with each employee
* review relevant documentation.

At this point, the broker may reach a decision on the matter or may choose to hold a meeting with the employees to facilitate an agreement or engage an independent mediator.

If the employees involved are not able to come to an agreement, the broker will come to a decision. All decisions from this process will be final.

### Disputes with Client(s)

Employees are required to immediately report to the broker all problems, complaints, and other circumstances, related to any <*Brokerage Name*> employees’ conduct, activities, or services, which may lead to complaints, disputes, or controversies from or with clients.

The broker, or other representative, will work to resolve issues directly with the individuals. Employees will cooperate by supporting all efforts to resolve disputes.

Whenever possible, <*Brokerage Name*> will employ an alternative dispute resolution process.

If the broker cannot resolve a client complaint concerning a licensed professional, the client will be advised of their right to file a complaint with RECA.

### Disputes with Licensees at Another Brokerage

Licensees must bring to the immediate attention of the broker all disputes with licensees of other brokerages.

The brokers of each brokerage may review the issues with Licensees and all related documentation. They will attempt to come to an agreement.

Should the brokers not be able to resolve the dispute, the brokerage may refer the dispute to RECA.

### Voluntary Broker Resolution Process

The Voluntary Broker Resolution Process (VBRP) is the mediation initiative of RECA to resolve complaints against licensees involving breaches of the *Real Estate Act*, Rules, or Regulations.

Managed by the broker, this process requires the written consent of all parties. If the dispute is resolved through the VBRP, the official complaint is withdrawn, and RECA terminates the investigation.

For more details on the VBRP visit reca.ca.

## 12. Legal Action Against the Brokerage or Licensee

Licensees of <*Brokerage Name*> are required to inform the broker of any legal actions, threats of legal actions, or of any anticipated claims—against themselves and/or the brokerage—so that the broker may:

* give notice to RECA, as required, the broker, the brokerage’s Errors & Omissions insurer, and any other third-party insurer
* attempt to mitigate the issue and prevent it from progressing further
* consult its own legal counsel.

If a criminal charge under the Criminal Code is laid against a licensee employed by the brokerage, the licensee must notify the brokerage and notify the Registrar of RECA immediately (within five days) of the charge being laid. *See RECA Rule 40*.

Licensees may not initiate any legal action on behalf of the brokerage without permission of the brokerage.

### Legal Counsel Involvement

The brokerage is responsible for defending any claim against it and its representatives. The brokerage will decide when a complaint needs to involve the brokerage’s legal counsel.

Should the claim be the result of the licensee knowingly contravening the *Real Estate* Act, Regulations, the Rules or the information contained within this Brokerage Policies & Procedures Manual, the full cost of the legal defense may be the responsibility of the licensee.

Claims or legal actions against a licensee may have an impact on the continuation of a licensees’ licensing. It may also affect the licensee’s employment status with <*Brokerage Name*>.

Clients are responsible for retaining their own legal counsel for legal advice and legal action on behalf of the condominium corporation.

## 13. Business Continuity Management

<*Brokerage Name*> has implemented a business continuity management plan to protect the business of the brokerage. This includes plans for the relocation of the office should a serious event, such as a fire or other major disaster, occur. It also includes off-site and backup storage of all electronic records.

Should a business interruption occur, employees will assist the broker in taking the necessary steps to recover from the event and return the brokerage to normal operations, e.g., compiling files in their possession to help recover lost records.

Licensees are expected to be familiar with the business continuity plan, <Insert the plan below or describe how it is accessed, e.g., file path on network, in hardcopy in an employment binder or append it to this manual>. <*Broker should create their own business continuity plan*.>

# Part 5: Privacy and Confidentiality

Protection of information is both a professional and legal obligation.

Protection of personal information is governed by the Alberta *Personal Information Protection Act* (PIPA), the Federal *Personal Information Protection and Electronic Documents Act* (PIPEDA).

There is a requirement as well to comply with the *Real Estate Act*, Rules, and brokerage policies regarding confidentiality of all sensitive, personal, financial, and other business information. RECA bulletin [Protection of Client Information](https://www.reca.ca/wp-content/uploads/PDF/Protection-of-Client-Information.pdf) provides information about protecting client information.

<*Brokerage Name*> has adopted a Privacy Policy. <*insert the brokerage privacy policy or append it to this Manual*> which all employees are expected to read and follow.

The Office of the Alberta Privacy Commissioner has prepared a [Bulletin - Personal Information Protection for Small and Medium Size Businesses](https://oipc.ab.ca/wp-content/uploads/2022/02/PIPA-Guide-2008.pdf) which can assist the brokerage to prepare its own privacy policy.

**This Part addresses:**

1. **Employee Information and Privacy**
2. **Customer and Client Information**
3. **Privacy Officer**

## 1. Employee Information and Privacy

<*Brokerage Name>* maintains a confidential personnel file for each employee. In accordance with Alberta’s *Personal Information Protection Act (PIPA*), these files can only be accessed by the broker, the supervisor, and the employee or their representative with their written permission. If an employee is reviewing the original copy of their file, the broker or supervisor is required to remain in the room to ensure no parts of the file are removed, however the employee may request a copy of any document on the file.

It is the employee’s responsibility to ensure their file remains up to date by informing the brokerage of any changes to their personal information.

The brokerage must get approval from the employee before allowing others to review the employee’s personnel file.

### Employee Files

Employee files will include the employee’s:

* full name along with any aliases
* Social Insurance Number
* personal address and contact information
* name and phone number of the primary emergency contact
* resumé as submitted in application
* signed offer of employment or contract of employment, detailing
* position title
* employment start date
* remuneration details, including amount and term (e.g., $70,000 annual salary)
* job level, description or categorization within the brokerage
* probation period expiry date
* benefit and vacation eligibility and details
* terms or conditions of employment
* job description
* signed confidentiality statement
* signed CRA taxation declaration (TD1 and TD1AB)
* record of salary increases
* completed and signed performance appraisals
* criminal record check, if required\*
* names of dependents <if required for benefits purposes>
* signed acknowledgment of receiving and reading this brokerage manual and any relevant policies
* <*list other pertinent information the brokerage will need to effectively manage employees*>

\*<*Brokerage Name*> <*will/will not*> reimburse the cost of obtaining the criminal record check.

<*Employees must submit their receipt accompanied by any applicable paperwork to accounting*.>

As per the Employment Standards Code, the brokerage will retain the personnel files of former employees whether the employee resigned, retired, or was terminated, for a minimum of three years following the date each employment record is made. Payroll records must be kept for six (6) years from the last date of tax filing as part of the Canada Revenue Agency record keeping requirements.

### Release of Information

The brokerage will not provide access to or disclose employee information, even when contacted as an employee reference, if it violates:

* Alberta’s *Personal Information Protection Act*
* an individual’s right to privacy, unless required by law or by express written consent of the individual

The brokerage will only confirm if the individual has or has had a relationship with <*Brokerage Name*>.

## 2. Customer and Client Information

<*Brokerage Name*> only collects information necessary to facilitate condominium management services or otherwise provide professional and competent service to its clients and customers. All information collected, maintained, used or destroyed complies with <*Brokerage Name>*’s privacy policy.

### Protecting Information

Sensitive information must be protected and secured during collection, processing, storage, and disposal. Hardcopy documents should be locked in a secure cabinet when not in use. Electronic documents should be secured with passwords that comply with the brokerage standards and current cybersecurity best practices.

Employees should only discuss the details of any written service agreements or condominium management services with the associate or broker or associate broker or manager. They should ensure that conversations do not take place in the presence of others. No information should be shared on social media or through email-to-email accounts that are publicly accessible.

All brokerage non-licensed staff must sign a <*Brokerage Name*> confidentiality agreement and are required to adhere to the same privacy requirements as licensees of <*Brokerage Name*>.

### Consent – Employee Responsibilities

Employees must obtain the express written consent of the client, or owner, tenant or occupant associated with the client to collect, use, or disclose sensitive information, including contact information for brokerage purposes.

Any licensee using client information for a purpose that extends beyond the consent already provided must obtain additional consent from the client or person involved.

Client information held by the brokerage will not be disclosed to third parties without the consent of the client, unless required by law. Requests for information by law enforcement officials, lawyers, private investigators or other agents or subpoenas for documents issued by the court must be referred to the privacy officer.

## 3. Privacy Officer

<*Brokerage Name’s*> privacy compliance officer is <*Insert name of applicable employee*> and is responsible for:

* establishing and updating protection and privacy policies
* evaluating and encouraging compliance with the policies and implementing corrective measures
* ensuring policies are implemented by organizations to which functions involving private data are outsourced e.g., Client Records Management (CRM) programs
* establishing criteria for classification of information
* educating employees on the importance and implementation of information protection
* resolving client privacy complaints to the satisfaction of the client. See Disputes with Clients [Part 4 Section 11](#_11._Dispute_Resolution).
* responding to requests for access to and correction of personal information
* assisting the Office of the Information and Privacy Commissioner during investigations of privacy complaints against the organization.

### Record Retention Policy

<*Brokerage Name*> maintains and retains two types of documents:

* documents concerning the business and operation of the brokerage, such as those as required by the *Real Estate Act* Rules, and
* client documents concerning the operation of the condominium corporation, such as those required by the written service agreement and the CPA and CP Regulation.

### Brokerage Records

All records related to business of <*Brokerage Name*> are the property of the brokerage, except as provided by law or in the client written service agreement.

The brokerage must maintain its brokerage business records and them make available for review by RECA at the registered office of the brokerage.

Licensees of <*Brokerage Name*> are responsible for providing to the broker in a timely manner all original documentation and copies of original documents relating to providing condominium management services and required under the *Real Estate* *Act*, Rules, and the CPA*.*

### Record Retention Regulations & Recommendations

|  |  |  |
| --- | --- | --- |
| **Regulating Body** | **Document Types** | **Retention Requirements (years)** |
| Real Estate Council of Alberta | All transaction documents | 3 |
| Canada Revenue Service\*\* | All brokerage financial records | 6 years from the date of filing the taxes |
| Errors & Omissions Provider | <All documents> | <10> |
| Statute of Limitations (recommend) | All transaction documents | Depends: 2 or 10 (10 recommended) |
| CPA | Various documents | Schedule 3 o the CPA Regulations |

### Client Records

The records created or obtained while providing condominium management services are the property of the client. Under section 17.2 of the CPA the original copies of any documents or records prepared for a corporation by a licensee or a member of the board, including, without limitation, the documents referred to in section 12(1) of the CPA and prescribed documents, are the property of the client.

Licensees must ensure all documents and records related to condominium management services required under the *Real Estate* *Act,* the *Real Estate Act* Rules and the CPA are maintained or made available by the brokerage for the purposes of a review at the registered business office of the brokerage.

The written service agreement should identify which documents and records the brokerage will maintain and which documents and records, if any, the client will maintain.

Under section 44.2 of the CPA and Regulation 20.55, the condominium corporation must retain all documents and records set out in Schedule 3 for the corresponding time period set out in Schedule 3 or the time period set out in the bylaws, whichever period is longer.

The brokerage or client may retain information or a document in an electronic format if the information or document is complete, is legible in its entirety, and is capable of being reproduced in an electronic format or in a hard copy format. If an electronic version of a document complies with these requirements, the electronic version is considered the original document. *Real Estate Act* Rules s.82 contains additional requirements for the retention and security of electronic records.

<*Brokerage Name*> must, at no charge, return the client’s documents, records, and property to the client within 30 days after the termination of the written service agreement. The brokerage may keep copies of relevant documents to respond to RECA audits such as set out in the Guide to Practice Review for Condominium Management Services Licensees.

# Part 6: Condominium Manager Licensees’ Responsibilities and Guidelines

<*Brokerage Name*>’s service, quality and standards of practice are outlined in Part 2, Industry Standards of Practice in the *Real Estate Act* Rules and in this Part of the Manual.

**This Part addresses:**

1. **Service and Quality Standards**
2. **Communications with the Brokerage**
3. **Licence, Registration and Membership**
4. **Brokerage Licensee Meetings**
5. **Insurances**
6. **Unlicensed Assistants**
7. **Education and Training**
8. **Client Relationships**
9. **Written Service Agreements**
10. **Client Document Management and Retention**
11. **Other Considerations**
12. **Personal Dealing in Condominium Management Services**
13. **Legal and Other Professional Advice**
14. **Advertising and Marketing Materials**
15. **Referrals**
16. **Signatories of the Brokerage**
17. **Changes to Personal Information and Status**
18. **Leaving the Brokerage**

## 1. Service and Quality Standards

<*Brokerage Name*> strives for the highest level of service and quality. We adhere to the legislation and the *Real Estate Act* Rules in practice and in spirit. The brokerage provides condominium management services in Alberta locations where they have knowledge and experience with local conditions

Licensees may not provide condominium management services outside the brokerage and must have the approval of the broker to provide condominium management services outside of Alberta.

## 2. Communications with the Brokerage

*Real Estate Act* Rules s.80.86 requires licensees to communicate regularly with the broker.

Communications must be in writing so that a historical record can be maintained. Licensees’ obligations include:

* keeping the broker informed of the activities being performed by the licensee on behalf of the brokerage
* responding promptly to any inquiry that is addressed to them by the broker
* notifying the broker upon learning of a violation of the *Real Estate Act*, Regulations, Rules, or Bylaws by any licensee associated with a brokerage providing to the broker in a timely manner all original documentation and copies of original documents:
* related to providing condominium management services; and
* required under the Act and the Rules.

Licensees must also inform the broker and RECA immediately if they have changed their name, or are the subject of disciplinary, financial, professional, or criminal proceedings as outlined in *Real Estate Act* Rules s.40 (also see [Part 6 Section 18](#_18._Changes_to) of this Manual - Changes to Personal Information and Status).

## 3. Licence, Registration and Membership

Condominium management has brokerage licenses and individual broker, associate broker and associate licences that must be issued or renewed each year. The brokerage must have a licence, as required under the Act, in order for it to provide condominium management services. The brokerage must ensure its registration is active on the myRECA portal prior to conducting any activity that requires a brokerage licence.

Licensees new to or renewing with <*Brokerage Name*> must also ensure their registration is active on myRECA prior to conducting any activity that requires a licence (i.e., providing condominium management services). Once they are active, licensees must keep their information current in their myRECA account including any legal name changes, their personal email address and phone numbers.

When joining the brokerage:

* new applicants—once the broker has initiated the licensing application, the applicant must complete the registration process in myRECA. Fees will be paid by <*Brokerage Name or the Applicant*>. Once the new applicant has completed their portion of the registration, <*Brokerage Name*> will complete the online registration process.
* transfers from another brokerage—transferees must either terminate their registration with their current brokerage or have <*Brokerage Name*> initiate the registration transfer by sharing their myRECA username.

When completing a new application, transfer or renewal, licensees must accurately and honestly complete the suitability questions on myRECA.

### Annual Renewals

Licensees representing <*Brokerage Name*> are required to keep their licence to provide condominium management services in good standing. A licence is deemed to be terminated if the licensee fails to maintain registration with a brokerage.

<*Brokerage Name*> completes the renewal process and expects its licensees to complete the myRECA renewal process, required education, and submit fees, premiums, or levies also, by September 30th of the current licensing year. (Rule 9.3(c) (for brokerage licence) and 9.4(3) (for broker/associate broker/associate licence)) Fees will be paid by <*Brokerage Name or licensee*>. We encourage licensees to complete any RECA required Re-Licensing Education courses as soon as they are available to stay as current as possible on all aspects of the industry.

## 4. Brokerage Licensee Meetings

<*Brokerage Name*> holds regular licensee meetings from <*start time*> to <*end time*> every <*day of the week/or at which frequency the meetings are held*> at <*the brokerage office OR name and address of offsite location or electronically on <insert name of electronic platform*>>.

These meetings are mandatory for licensees, who are expected to show up prepared to participate in discussions. These meetings provide a venue for fostering teamwork and discussing any pertinent issues. Topics that may be covered during meetings could include:

* review of condominium and condominium management legislation, rules and regulations (*Real Estate* *Act*, Rules, CPA, etc.)
* ideas to improve condominium management practices
* new or revised condominium manager commitments
* condominium manager insurer policies and programs
* detecting and dealing with fraud
* ethics, policies, and procedures
* new vendors, new vendor products, and product changes

Licensees must inform the broker in advance if they are unable to attend a meeting.

## 5. Insurance

<*Brokerage Name*> will maintain general property and liability insurance for the brokerage facilities and activities. We also maintain insurance against liability for errors and omissions while providing condominium management services. The brokerage must immediately notify the RECA registrar if its errors and omissions insurance coverage is terminated or cancelled.

Each client must also hold a current insurance policy for insurance against fraudulent or dishonest acts that covers the licensee and brokerage employees providing services to the condominium corporation. Licensees must immediately notify the brokerage if they become aware of any changes to the client’s insurance.

Licensees who have questions about insurance or need to report a loss or claim must contact and notify the broker.

### Vehicle Insurance

Licensees must maintain appropriate m with partial business use. You must immediately notify the broker if driver’s licence is suspended or terminated for any reason. You must provide the brokerage with proof of your vehicle insurance coverage annually.

You are not encouraged to transport clients or contractors or other employees for business purposes. Licensees who have questions about vehicle insurance should contact their personal insurance broker.

## 6. Unlicensed Assistants

<*Brokerage Name*> provides staff to carry out administrative functions on behalf of licensees. Licensees are not to hire their own assistants. All expenses related to a licensees’ assistant, such as salary and stationary supplies, are the responsibility of the brokerage.

Licensees may not assign, delegate, request, direct or allow an unlicensed assistant or unregistered assistant to perform tasks that may only be performed by a licensee. Licensees must also ensure clients are aware that the assistant is unlicensed or unregistered. Also, licensees must not suggest, imply or state anything that would lead a client or the public to believe an unlicensed or unregistered assistant is qualified to provide condominium management services.

<*Brokerage Name*> may only assign tasks to support personnel or assistants that they are competent to perform and ensure they are properly trained and supervised while performing the task. If you are in doubt or have questions, please consult the assistant’s job description or the broker.

For a list of tasks that unlicensed assistants can and cannot carry out, download the [RECA Bulletin](https://www.reca.ca/wp-content/uploads/2021/11/Condominium-Manager-Assistants-Information-Bulletin.pdf).

<*Brokerage Name*> prohibits the use of its brokerage name or branding on any business cards or other marketing materials for use by unlicensed assistants. <*Brokerage Name*> also prohibits unlicensed assistants from appearing in any brokerage marketing or advertising unless they are clearly identified as an unlicensed assistant.

## 7. Education and Training

Licensees are encouraged to take advantage of every opportunity to develop their knowledge and skills. Through <*Brokerage Name*> you have access to <*insert any brokerage or franchise training programs*>.

You must also stay up to date on the regulatory requirements of the *Real Estate* *Act* and *Real Estate Act* Rules, by:

* completing the Re-Licensing Education courses RECA requires, in a timely fashion
* accessing resources online through blogs, videos and on various social media platforms
* You must also stay up to date on the condominium requirements of the CPA and CP Regulation, by:
* regularly reading the CPA and CP Regulation
* accessing resources through professional or industry related organizations’ conferences, webinars, education events, blogs, videos, newsletters and on various other social media platforms

<*Brokerage Name*> encourages membership in professionals associations (see [Part 8](#_Part_8:_Industry) Industry Associations) because there are professional development opportunities available, including information updates, videos, newsletters, seminars and best practice tips.

<*Brokerage Name*> also provides professional development days and conferences and strongly encourages its licensees to attend those events.

## 8. Client Relationships

Licensees are required under the *Real Estate Act* Rules to ensure the role of the licensee is clearly understood by their clients, and third parties.

### Representing the Client

When <*Brokerage Name>* is representing the client, the licensee’s responsibilities to the client are to:

1. only provide services in the name of the brokerage
2. act honestly
3. provide competent service
4. fulfill their fiduciary obligations to the client
5. carry out the obligations in the written service agreement
6. hold the client’s information confidential
7. complete and submit documentation in relation to contracts, tenders, inspections, registrations, etc. as required in the written service agreement
8. keep the client and broker informed
9. account for all money received on behalf of the condominium corporation
10. ensure the services and relevant documentation meet the legislative requirements under the CPA, CP Regulation and the corporation’s bylaws, as well as the legislative requirements found in the *Real Estate Act*, Rules and RECA Bylaws
11. provide to the broker in a timely manner all original documents and copies of original documents related to the condominium management services
12. disclose to the client and the broker, at the earliest practical opportunity, any conflict of interest they may have while providing services to, or in their dealings with, a client. The licensee cannot continue to provide services to the client unless the licensee receives the written and informed consent from the client
13. refuse to provide further services to or on behalf of a client who instructs the licensee to withhold a disclosure required by legislation.
14. In addition, the licensee must:
15. use best efforts to manage the condominium corporation, on behalf of the brokerage
16. obey all lawful instructions of the condominium corporation
17. exercise reasonable care and skill in the performance of the written service agreement
18. assist the condominium corporation in negotiating favorable terms and conditions with third party contractors
19. provide, in a timely manner, all reports to the condominium corporation
20. advise the condominium corporation to obtain expert advice on matters of importance for the condominium corporation
21. before signing a contract on behalf of the condominium corporation, obtain written authorization from the client to do so.

A licensee providing condominium management services to a condominium corporation where the licensee owns a unit or purchases a unit must:

* disclose in writing to the condominium corporation
* any interest or conflicts, direct or indirect, the licensee has in providing services to the condominium corporation
* that their licence is authorized under the *Real Estate Act*
* the name of the brokerage where the licensee is registered
* any information within the knowledge of the licensee that could materially affect the provision of condominium management services to the condominium corporation

A licensee providing condominium management services to a condominium corporation shall not serve as a director on the board of the condominium corporation.

## 9. Written Service Agreements

<*Broker Name*> must complete a written service agreement with all clients before providing any condominium management services. The broker must approve and sign all written service agreements.

The following information is provided to guide licensees about the processing of and potential content of written service agreements. Licensees are expected to carry out the obligations set out in the written service agreement on behalf of the brokerage. If there are concerns or questions about the responsibilities or the performance of the responsibilities in the written service agreement, contact the broker.

### Receiving or Responding to a Request for Proposal for a Written Service Agreement

1. ***Receiving the Request***

All requests for proposals must be in writing and must be directed to the broker who will determine<*Brokerage Name’*s> response. <*Brokerage Name*> and its employees will not solicit clients of other brokerages.

A typical request for proposal will provide the following information:

* condominium corporation’s legal name and plan number
* condominium corporation’s operating name
* legal address
* civic address
* current management brokerage, if any
* number of units
* style of condominium (e.g. apartment, townhouse, single family, commercial, mixed use)
* type of condominium (e.g. bare land, conventional, recreational, other, conversion, new development, existing)
* amenities (e.g. pool, parking, guest suites)
* reserve fund study completion date
* completion date of the building assessment report if any
* legal actions against the corporation
* reason for seeking a new condominium management service provider.

<<*Brokerage Name*> has a Request for Condominium Management Services form on its website.>

This information will also assist the licensee, later assigned, to provide condominium management services to the condominium corporation.

1. ***Reviewing and Responding to the Request***

When the request for proposal comes in, the broker is required to verify the identity of the condominium corporation by obtaining the following documents from the Land Titles office:

* condominium plan
* condominium plan additional sheet (current and historical)
* condominium bylaws
* current Form 8 – list of Board members
* current Form # - legal address
* standard insurable unit definition
* any registered restrictive covenants
* any builder’s liens
* any pending registrations.

The broker may also:

* request any desired documents from the customer (e.g., most recent financial statement or budget)
* arrange for and conduct an onsite visit
* determine if the condominium corporation prefers to retain its own bank accounts and signing authorities or agrees to have the brokerage set up the appropriate trust funds under the *Real Estate Act* Rules to manage the condominium corporation’s funds.

This information will also assist the licensee, later assigned, to provide condominium management services to the condominium corporation.

<*Brokerage Name*> will review the information and determine:

* if it has sufficient resources to provide the services
* the rate or compensation it seeks for the services including the compensation for additional services
* specifics of services, service levels, responsibilities, and term to negotiate with the condominium corporation
* what conflicts of interest exist or what information the brokerage is aware of that may materially affect the condominium management services.

The broker will prepare a written disclosure of any conflicts or information that may materially affect the services and will prepare a written proposal to send to the customer.

1. ***Entering into the Written Service Agreement***

When <*Brokerage Name*> and a condominium corporation satisfactorily complete their negotiations, they will enter into a written service agreement which complies with the *Real Estate Act* Rules.

<*Brokerage Name*> will then assign a licensee to manage the condominium corporation. Although the broker will have reviewed the written service agreement with the condominium corporation, the licensee must:

* initially and periodically review the written service agreement with the board of the condominium corporation to ensure they clearly understand the role of the licensee and the roles, responsibilities, and timelines in the written service agreement
* immediately notify the condominium corporation and the broker of any changes in the conflict-of-interest disclosure.

## 10. Client Banking, Cheque Signing and Investments

<*Brokerage Name*> will comply with the client banking, cheque signing, and investment requirements set out in each clients’ written service agreement.

Every written service agreement will describe:

* if the condominium corporation is retaining its own bank accounts (operating fund account, reserve fund account, any special levy accounts, and investments) directly with a financial institution, or
* if the brokerage, on behalf of the condominium corporation, will open and maintain brokerage trust accounts in the name of the condominium corporation (operating fund account, reserve fund account, any special levy accounts, and investments) for the deposit, holding or disbursement of the condominium corporation funds, and
* who has signing authority on any of the accounts (cheques, electronic disbursements, or withdrawals), and
* the authority of <*Brokerage Name*>, if any, acting on behalf of the condominium corporation concerning electronic disbursements or signing cheques of the condominium corporation or investing money on behalf of the condominium corporation
* and may describe:
	+ details concerning deposits and cash handling to comply with the *Real Estate Act* Rules and CPA
	+ details concerning investments to comply with the *Real Estate Act* Rules and CPA
	+ processes and timelines for handling accounts receivables.

If <*Brokerage Name*> operates trust accounts holding condominium trust money, the brokerage and licensees will comply with Part 3, Division 1 and Part 3, Division 4.2 (110.21 to 110.32) of the *Real Estate Act* Rules (see [Information Bulletin](https://www.reca.ca/wp-content/uploads/2022/07/Financial-Reporting-to-Condo-Corporations.pdf)).

## 11. Client Document Management and Retention

<*Brokerage Name*> maintains and retains two types of records: the records of the brokerage and the records belonging to the client. This segment addresses the client’s records. The *Real Estate Act* Rules, CPA, CP Regulation, and the condominium corporation’s bylaws set out requirements outlining the types of records, the content of records, the creation and maintenance of the records, as well as the retention format and retention periods for these records.

Client records include accounting, financial and banking records, unit owner information, contracts, tenders, registrations, construction documents, inspections, reports, letters, emails, newsletters, notes of telephone and personal interactions, meeting minutes, warranties, permits etc.

Licensees need to be able to identify, locate, retrieve, provide, and prepare documents in an orderly and timely manner. The licensee should:

* keep client records separate from other clients’ records. <*Brokerage Name*> keeps each client’s records and makes them accessible at its registered business office in Alberta.
* at the first opportunity, familiarize yourself with the client’s current and historical records.
* familiarize yourself with the client’s website, any electronic meeting programs, and any records retention and distribution programs (e.g. Condo Genie, Microsoft Teams, Adobe, Google Drive).
* keep all records relating to the condominium management services created and received during the term of a written service agreement. Include your notes, emails, and texts between you, the brokerage, the client, the unit owners and tenants in the condominium corporation, and client’s contractors.
* provide to the broker, in a timely manner, all original documents and copies of original documents related to providing the condominium management services.
* ensure that all documentation relevant to the condominium management services meet legislative requirements under the *Real Estate Act* Rules, CPA, CP Regulation, and the condominium corporation’s bylaws.

Under Rule 82, the brokerage may store records electronically if they meet certain conditions. <*Brokerage Name*> has the following records management systems to assist the licensee <*insert the information about the system*>.

<*Insert brokerage policy on electronically storing records for example:*

*<Brokerage Name> does not store records electronically. If records have been received electronically, they must be permanently deleted from the network and electronic records (e- mails, text messages, etc.) after printing for the file.*

*OR*

*Client records will be stored electronically. Licensees must scan and upload or save all relevant documents to the network within <insert number of days by which files should be uploaded> days of their receipt. Once the files have been uploaded to the network, all local electronic documents and hardcopies must be returned to the client or archived for later return to the client.*>

The licensee should verify the client’s records preference in the written service agreement. While the brokerage may use electronic records, a client may prefer paper copies for its regular use. If so, the licensee may have to arrange for printing paper copies for the client.

The brokerage must prepare and provide to the condominium corporation, each month, and keep on file with respect to each condominium corporation,

1. a financial report containing:
2. a statement of income and expenditures
3. a balance sheet
4. any other statement the client requires as per the written service agreement.

The financial reports must be provided to the condominium corporation each month within 30 days of the end of the reporting period, unless the written service agreement specifies a different reporting period.

1. Any other documents or reports set out in the written service agreement within the timeline provided in the service agreement.

On termination of the service agreement, the brokerage must return all original documents and any electronic records to the client within 30 days of the termination. Under the *Real Estate Act* Rules, the brokerage will make and retain accurate and legible paper or electronic copy of the records for three years, for use by the brokerage.

## 12. Other Considerations

### Internal Cooperation

The brokerage expects that licensees will make the best interests of the client a priority.

<*Brokerages may have a detailed procedure for dealing with clients wishing to change (the licensee assigned to the corporation) representatives. If so, insert it here*>

## 13. Personal Dealing in Condominium Management Services

Licensees must put the interests of the brokerage and the clients before their personal interests.

Licensees registered with <*Brokerage Name*> shall not conduct any personal dealings in condominium management services including providing:

<*include the items that apply to the brokerage’s policies*

* *condominium management services through another brokerage*
* *condominium management services through the licensee’s own brokerage or in the licensee’s personal name*
* *volunteer services as a director on any condominium corporation the licensee manages*
* *volunteer services as a director on any condominium corporation with which the brokerage has a written service agreement*
* *condominium management services through direct employment with a condominium corporation*
* *condominium management services for a condominium corporation where the licensee owns or leases a unit, subject to prior written permission from the brokerage*.>

## 14. Legal and Other Professional Advice

Licensees must advise clients to seek expert advice on matters of importance to the client, e.g., legal, financial, inspections. Licensees of <*Brokerage Name*> must never give advice or hold themselves as experts on any issue in which they do not have the proper qualifications.

Licensees are required to document any instance of a client refusing to seek legal or professional advice.

## 15. Advertising and Marketing Materials

Advertising includes any activity, public notice, or representation a licensee makes or that someone makes on behalf of a licensee that promotes the licensee or their services. The Brokerage provides all the advertising; licensees are not expected to engage in individual advertising.

*All advertising, including individual associate websites and social media must*

• be approved by brokerage management

• clearly indicate the brokerage name

• comply with the requirements of the *Real Estate Act* and the *Real Estate Act* Rules.

• not violate Canada Anti-Spam Legislation (CASL) or the National Do Not Call Legislation

<*Advertising Guidelines - a summary of these requirements can be found on reca.ca under* [*Licensees & Learners Tools and Resources*](https://www.reca.ca/licensees-learners/tools-resources/)>

### Incentives

An incentive is any good or service of value advertised, communicated, or offered to attract business.

Incentives can only be offered as part of a brokerage-wide marketing program. Licensees must not directly or indirectly, advertise or otherwise offer incentives as part of any personal or brokerage promotions. Incentives include promoting likes and follows on social media platforms as part of an incentive to attract business.

## 16. Referrals

All referral fees paid by or received by our licensees must be done through the brokerage. If the fee is being paid to or received from another party licensed by RECA, it must be done brokerage to brokerage. Licensees cannot pay or receive referral fees personally.

### Making Referrals

When providing referrals to other service providers such as lawyers, real estate licensees, financial planners, etc. licensees should provide a list of related experts with a clear understanding the client is free to research these and other options before choosing the expert they will work with.

Licensees are required to get written permission from the client or customer before passing along any personal information to any other service providers.

### Receiving a Referral Fee

Any referral fees expected by the brokerage must be disclosed in writing to, and approved by, the client. Signed referral fee disclosure forms must be filed with the brokerage.

Any referral fees received without client consent will be refused by the brokerage.

### Paying a Referral Fee

<*Brokerage Name*> can pay a referral fee to an unlicensed person if the activities of that person did not require a real estate, mortgage, property management or condominium manager broker licence under the Act.

## 17. Signatories of the Brokerage

Licensees may only sign documents as representatives of <*Brokerage Name*> with clients when delegated to do so in writing by the broker.

## 18. Changes to Personal Information and Status

Licensees must immediately notify the broker and RECA of:

* any complaints or disciplinary actions against the licensee by a professional board or association
* bankruptcy proceedings,\* including companies owned by the licensee and companies of which the licensee is a director or officer
* Criminal Code charges and convictions for any criminal offence or any other offence under any law of any province, state, or country, excluding provincial or municipal highway traffic offences resulting only in monetary fines or demerit points.
* judgments rendered against the licensee, any companies owned by the licensee, or companies of which the professional is a director or officer in relation to the provision of services or sale of goods to consumers

 *Note: licensees can provide written notification through their myRECA account, using the Notify the Registrar button from the My Account tab. Simply fill in the required fields, complete the declaration page, and submit the form.*

* change of name
* changes to contact information such as address of residence, primary phone number, primary email address. (Note: licensees can change personal information on the My Account tab in their myRECA account.)

 *\*Bankruptcy proceedings include bankruptcy and consumer proposals for individuals and receivership for companies. If there is any doubt about what needs to be reported, check with the broker or RECA.*

## 19. Leaving the Brokerage

Licensees leaving the employ of the brokerage must:

* inform the broker of all outstanding and current actions or commitments for each client
* leave all documentation related to services (service agreements, client contact information, etc.) with the brokerage
* leave all documentation for past client relationships and services with the brokerage
* leave any client property and equipment with the brokerage such as key fobs, passwords, parking passes, etc.
* inform the brokerage of any passwords used on any brokerage programs such as email, network, etc.
* return any equipment belonging to the brokerage, such as signage, marketing materials, etc.
* return office keys to the brokerage.
* Licensees must not:
* attempt to counsel or coerce any clients or customers of the brokerage to move with the licensee to another brokerage
* contact any clients that are under contract with <*Brokerage Name*> without the permission of the broker once the registration with the brokerage has been terminated

*Note: Clients of the brokerage will not have given permission to have their information shared with another brokerage; therefore, this permission must be obtained and the written service agreement with <Brokerage Name> terminated before the files could be transferred to the new brokerage.*

The broker may report a licensee to RECA for failure to complete their obligations to the brokerage under the *Real Estate Act* Rules and may seek recovery of property, directions or damages through court action.

# Part 7: Compensation, Benefits, and Source Deductions

**This Part addresses:**

1. **Employee Payroll**
2. **Overtime Compensation**
3. **Advances on Pay**
4. **Time Recording**
5. **Vacation Leave and Allowances**
6. **Statutory and Civic Holidays**
7. **Leaves of Absence**
8. **Other Employment**
9. **Worker’s Compensation**
10. **Professional Fees**

## 1. Employee Payroll

Employees of <*Brokerage Name*> are paid <*bi-weekly/semi-monthly/monthly*>.

<*Licensees are paid an annual salary determined through negotiation between each licensee and the brokerage*.>

<*Brokerage Name*> will deduct from wages and salary:

* Federal and Provincial Income tax
* Canada Pension Plan premiums
* Employment Insurance premiums
* any court-ordered amounts
* legally binding third-party demands
* <*Add any other deductions for benefit or additional insurance premiums, such as long-term disability or benefit premiums*>

## 2. Overtime Compensation

As per the Alberta employment standards legislation <*Brokerage Name*> must compensate eligible employees for any time worked over eight (8) hours a day or 44 hours a week (whichever is greater).

Overtime is paid at a rate of 1.5 times the wage rate of the eligible employee and will be paid within the pay cycle in which it has been accrued.

<<*Brokerage Name*> *and employee may enter into a mutual overtime agreement where, instead of paying overtime pay, the brokerage gives paid time off with regular pay. For every hour of overtime worked, at least one (1) hour of time off with pay must be banked to be taken within six months of the pay period within which it was accrued.*>

### Eligibility

All employees are overtime eligible except managers and supervisors.

<*For advice on overtime eligible employees, consult Alberta Employment Standards legislation or legal counsel*.>

## 3. Advances on Pay

<*Insert brokerage policy for advances*>

## 4. Time Recording

The Employment Standards Code requires the brokerage to record the actual hours of work of each employee for each working day. These employment records must accurately show how the totals of regular and overtime hours are calculated, including paid and unpaid breaks. Time that does not have to be recorded includes time off provided by the employer when the employee is free to leave the workplace, or time off provided by the employer as sick time, bereavement or leave of absence.

<*Sample timesheets developed by Employment Standards are available online*.>

<*Alberta Employment Standards publishes a variety of explanations, resources, toolkits for employers and guides*.>

## 5. Vacation Leave and Allowances

<*Brokerage Name*> provides employees with annual paid vacation time to make sure they can rest from work without loss of income. Under the Alberta Employment Standards legislation all brokerage employees are eligible for paid vacation.

Employees must work for one year before they are entitled to vacation time. However, upon employee request and the brokerage’s acceptance, an employee may take vacation with pay before completing a full 12 months of employment.

<*Insert details of vacation structure for your brokerage. Minimum paid vacation days must be 2 weeks after each of the first 4 years and 3 weeks after 5 consecutive years. For example:*

* *from one (1) to four (4) years of continuous service: ten (10) working days per year;*
* *after five (5) years of continuous service: fifteen (15) working days per year;*
* *from ten (10) to nineteen (19) year of continuous service: twenty (20) working days per year;*
* *after twenty (20) or more years of continuous service: thirty (30) working days per year*.>

<*Insert process for submitting time off requests, borrowing days not yet earned, etc*.> <*Identify if hire date or an annual date for calculating vacation is used*.>

To ensure that the brokerage has enough staff available to maintain operations, vacation requests are approved at the discretion of the broker.

Vacation must be used, in full, in the fiscal year in which it is earned.

< *Insert the appropriate practice for the brokerage*.>

<*Unused vacation days be paid out. The payout amount will be paid at the employee’s wage rate as of the date when the broker approved.*

*OR*

*<Employees may carryover up to 10 vacation days into the next year. Carryover requests must be approved by the broker in advance and taken within the following 12 months.*>

Upon termination of employment <*Brokerage Name*> will pay all earned, but unused vacation days at the eligible employee’s current wage rate. Conversely, the brokerage will deduct, at the current wage rate, all used but unearned vacation days from the eligible employee’s final pay.

## 6. Statutory and Civic Holidays

<*Brokerage Name*> employees are entitled to general holiday pay if they have worked for the brokerage for at least 30 workdays in the 12 months prior to the holiday.

Employees are entitled to general holidays and receive general holiday pay if one of the following applies to them:

* a general holiday is a regular day of work, or
* they have worked on a general holiday that is not a regular day of work.

The following chart explains how <*Brokerage Name*> pays employees for general holiday pay.

|  |
| --- |
| **General Holiday Pay** |
|  | **Regular day of work** | **Not a regular day of work** |
| **Employee works** | Hours worked x hourly wage x 1.5 + average daily wageorHours worked x hourly wage + future day off at average daily wage | Hours worked x hourly wage x 1.5 |
| **Employee doesn't work** | Average daily wage | Not eligible for general holiday pay |

<*Brokerage Name*> observes the following statutory and civic holidays for employees:

<*Below is a list of days commonly observed by employers in Alberta. Add any additional days that your brokerage will be closed to give employees time off, e.g., Easter Monday. See a complete list of Alberta general holidays:* [*https://www.alberta.ca/alberta-general-holidays.aspx*](https://www.alberta.ca/alberta-general-holidays.aspx)*>*

* New Year's Day
* Family Day (3rd Monday in February)
* Good Friday\*
* Easter Monday (Optional Day)
* Victoria Day
* Canada Day
* Civic Holiday (1st Monday in August) (Optional Day)
* Labour Day
* Truth and Reconciliation Day (Optional Day)
* Thanksgiving Day
* Remembrance Day
* Christmas Day\*
* Boxing Day (Optional Day)

Employees may substitute recognized religious holidays (Christian holidays are marked with an asterisk). Employees should negotiate substitutions with the broker in advance.

When a statutory holiday falls on a Saturday or Sunday, the broker will determine the day off in lieu (either Friday or Monday) based on local business community practice and subject to other employee considerations.

If a statutory holiday falls during an employee’s annual paid vacation, it will count as a statutory holiday and not a vacation day.

## 7. Leaves of Absence

Employees are eligible for any of the applicable job-protected leaves identified under Alberta Employment Standards legislation. <*These leaves are all unpaid leaves unless the brokerage decides to pay for some of the leaves*.>

Employees must provide a written request stating the reason and duration of the absence. Vacation time, sick time and years of service do not accumulate while an employee is on a leave of absence.

Leaves of absence are subject to approval by the broker. The broker will determine if employees continue to receive their benefits while on leave.

<*Brokerage to select if it wishes to refer employees to the Employment Standards Code or insert the following details*.>

### Bereavement Leave

Bereavement leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for bereavement leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

<*Brokerage Name*> will grant <*paid/unpaid*> bereavement leave of up to three days in the event of death of an immediate family member (spouse, child, parent, sibling), one day for extended family members and close friends, and time away for funerals otherwise.

Additional time for travel may be granted at the discretion of the broker.

Eligible employees may with permission of the brokerage also use vacation days to extend the bereavement leave given by the brokerage.

### Citizenship Ceremony Leave

Citizenship ceremony leave without pay is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for citizenship ceremony leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

Eligible employees can take up to a half-day of <*paid/unpaid*> leave to attend their citizenship ceremony.

<*Update to indicate if your brokerage offers this time off with pay*>

### Compassionate Care Leave

Compassionate care leave is protected under provincial legislation.

Employees who have worked with the brokerage for more than 90 days are eligible for compassionate care leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

<*Brokerage Name*> will grant unpaid compassionate care leave of up to 27 weeks to give care or provide support for a gravely ill family without risk of losing their job. Employees must provide a medical certificate for the respective family member to be eligible for this leave. Employees must give the brokerage at least two (2) weeks’ notice and must include the estimated date of the employee’s return to work.

Although this is an unpaid leave, the employee may be eligible for Employment Insurance (EI) benefits through the Government of Canada.

An employee on compassionate care leave cannot be terminated or laid off during the leave unless the business discontinues in whole or in part.

### Critical Illness Leave

Critical illness leave is protected under provincial legislation.

Employees who have worked with the brokerage for more than 90 days are eligible for unpaid critical illness leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis. The eligible employee is guaranteed their same, or equivalent, job when returning to work.

<*Brokerage Name*> will grant unpaid leave due to the critical illness of a family member (up to 36 weeks for a child or up to 16 weeks for an adult) without risk of losing their job. Employees must provide a medical certificate for the respective family member to be eligible for this leave. Employees must give the brokerage at least two (2) weeks’ notice and must include the estimated date of the employee’s return to work.

This is an unpaid leave, although the employee may be eligible for Employment Insurance (EI) benefits through the Government of Canada.

<*Indicate if your brokerage offers top-up pay or offers optional critical illness benefits*>.

### Death or Disappearance of a Child Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for death or disappearance of a child leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

<*Brokerage Name*> will grant unpaid leave of up to 52 weeks after the day the child disappeared, unless otherwise agreed to in writing by the employee and employer.

Employees are eligible to take leave for the disappearance or death of a child if the incident occurs because of a probable Criminal Code offence, and the employee is:

* the parent, or spouse or common-law partner of a parent, of the child in question
* a person with whom the child has been placed for the purpose of adoption
* the guardian or foster parent of the child
* a person who has the care, custody, or control of the child whether or not they are related by blood or adoption.

An employee is not entitled to this leave if they have been charged with a crime that resulted in the death or disappearance of the child.

If the child disappears and is then found alive, the period of leave will end on the earlier of:

* 14 days after the child is found
* 52 weeks from the day the child disappeared

If the child disappears and then is found deceased as the result of a crime, the period of leave will end 104 weeks from the day the child disappeared.

<*Indicate if your brokerage would offer top up pay or extend benefits through the leave. You can also choose to include information on the income support available through the Parents of Murdered or Missing Children grant through the Government of Canada*.>

If an employee takes leave due to the death or disappearance of a child and is subsequently charged with the crime that resulted in the death or disappearance of the child, the leave will end on the date the employee is charged with the crime.

If an employee takes leave due to the death or disappearance of a child and it is determined to no longer be probable that the death or disappearance of the child was the result of a crime, leave will end on the day of this determination.

### Domestic Violence Leave

Domestic violence leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for domestic violence leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

<*Brokerage Name*> will grant unpaid domestic violence leave of up to 10 days to eligible employees if an act of domestic violence occurs to:

* the employee
* the employee’s dependent child
* a protected, represented, assisted, or supported adult—as defined by the *Adult Guardianship and Trusteeship Act*—who is living with the employee

Acts of domestic violence are determined by both the relationship to the victim of the person who perpetrated the act as well as the act itself. For a list of relevant relationships and acts, please see <https://www.alberta.ca/domestic-violence-leave.aspx>

<*Indicate if your brokerage will offer top-up pay for this leave*.>

### Long-term Illness and Injury Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days are eligible for long-term illness and injury leave. The broker may grant leave to employees who have been an employee for less than 90 days, on a case-by-case basis.

Employees must provide a medical certificate, issued by either a physician or nurse practitioner that states the estimated duration of the leave. Employees must give written notice, including the estimated return to work date, as soon as is reasonable.

Eligible employees may take up to 16 unpaid weeks leave per calendar year due to long-term illness and injury.

Employees may be eligible for Employment Insurance (EI) benefits during this time.

<*Indicate if your brokerage offers top up pay or provides short term or long-term illness insurance benefits*.>

Employees are expected to notify the broker if the expected return to work date changes.

Employees must give one weeks’ notice of the date they intend to return to work, unless otherwise agreed to prior. If the employee is unable to return to work and decides to terminate their employment, they must provide at least two weeks’ notice to the brokerage.

### Maternity and Parental Leave

*Maternity Leave*

Maternity leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days, can take up to 16 weeks (not including parental leave) without pay and will have their same, or an equivalent, job when they return.

<*Brokerage Name*> is not required to grant maternity leave to employees who have been with the brokerage for less than 90 days. Employees may still choose to take leave and may still be eligible for Employment Insurance benefits through the Government of Canada, but they are not guaranteed their job once their leave ends. However, if there was an agreement made upon hire, regarding the timing of the leave, <Brokerage Name> is required to guarantee the employee’s job during the leave.

Employees may be eligible for Employment Insurance benefits through the Government of Canada.

Employees must give six weeks’ notice before the start of maternity leave and four weeks’ notice before

their expected return to work date, regardless of if they plan to return.

<*Brokerage Name*> encourages employees to familiarize themselves with provincial legislation and federal regulations governing maternity leave.

An employee on maternity leave or entitled to maternity leave cannot be terminated or laid off during the leave unless the business discontinues in whole or in part.

<*If your brokerage offers top-up pay to eligible employees, detail there here*>

*Parental Leave*

Parental leave is protected under federal and provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for more than 90 days, can take up to 62-weeks (not including maternity leave) without pay and will have their same, or an equivalent, job when they return.

Employees may be eligible for Employment Insurance benefits through the Government of Canada.

<*Brokerage Name*> is not required to grant parental leave to employees who have been with the brokerage for less than 90 days. Employees may still choose to take leave and may still be eligible for Employment Insurance benefits through the Government of Canada, but they are not guaranteed their job once their leave ends. However, if there was an agreement made upon hire, regarding the timing of the leave, <*Brokerage Name*> is required to guarantee the employee’s job during the leave.

Employees must give six weeks’ notice before the start of parental leave and four weeks’ notice before their expected return to work date, regardless of whether they plan to return.

An employee on parental leave or entitled to parental leave cannot be terminated or laid off during the leave unless the business discontinues in whole or in part.

<*If your brokerage offers top-up pay to eligible employees, detail there here*>

### Personal and Family Responsibility Leave

The *Alberta Employment Standards* enables an employee to take five days of leave per year without pay for personal or family responsibility reasons.

<*Brokerage Name*> expects employees to inform their supervisor as soon as they know they will be unable to work due to personal or family responsibility.

### Reservist Leave

This leave is protected under provincial legislation. Employees are entitled to their same or an equivalent position upon return.

Employees who have worked with the brokerage for at least 12 consecutive weeks and are a Reservist are eligible to take unpaid leave for deployments and training. The broker may grant leave to employees who have been with <*Brokerage Name*> for less than 12 weeks, on a case-by-case basis.

Eligible employees can take up to 20 days each calendar year for annual training and as long as necessary to accommodate a period of service required for domestic or international deployment.

Employees requesting reservist leave must provide the broker with four-weeks’ written notice of their intention to take the leave as well as documentation from the employee’s commanding officer stating:

* that the employee is taking part in an activity that qualifies for reservist leave
* the day on which the leave will start
* the estimated or known length of the leave

Employees wishing to end their leave must give written notice, including the expected return to work date:

* as soon as possible for leaves of less than four weeks
* four weeks prior to their return-to-work date for leaves of four weeks or more

<*Include any other details, requirements, or benefits that your brokerage may provide during this leave*.>

An employee on reservist leave cannot be terminated or laid off during the leave unless the business discontinues in whole or in part.

### Sick Leave

<*If the brokerage has a sick leave policy and entitlement to paid sick leave, insert the details here. Full time permanent employees of <Brokerage Name> will accrue sick leave at a rate of <insert #> days per year. The accrual begins as of the employee’s start date.*>

<*Brokerage Name*> expects employees to inform their supervisor as soon as they know they will be unable to work due to illness or personal or family responsibility.

If an employee is absent from work due to illness for three consecutive days, the supervisor may request a doctor’s note.

<*If employees have the option of working remotely, you might wish to encourage this option for employees that are sick but able to work, to keep them from spreading illness throughout the office, i.e., employees who have a seasonal virus but feel able to work, should work from home. Those working remotely are expected to inform their supervisor of their intentions and ensure that any duties they are not able to meet can be covered, including client meetings*.>

<*insert any brokerage policies – e.g.,* [*Part 13*](#_Part_13:_COVID) *Sample COVID Return to Work Policy*>

## 8. Other Employment

Outside employment or projects must not conflict with the duties at <*Brokerage Name*>. Employees must inform the brokerage if they are taking on outside employment or projects. We encourage employees to explore all their individual interests, but if the broker or supervisor finds that this external work or activity is negatively affecting the employee’s performance or creates a conflict of interest with the brokerage, employees may be required to reduce or eliminate this outside employment or project to maintain employment with <*Brokerage Name*>.

No employee shall take on work with another brokerage while employed with <*Brokerage Name*>.

Licensees must inform the brokerage of any outside activities and will be required to disclose any potential conflicts of interest as outlined in the *Real Estate Act* Rules.

## 9. Worker’s Compensation

<*Brokerage Name*> carries coverage under WCB-Alberta for all employees of the brokerage.

Clients are expected to carry their own workers’ compensation policy for their directors, employees and volunteers.

## 10. Professional Fees

Licence Registration Fees

<<*Brokerage Name*> *will pay the annual renewal fees for licensees and bill this amount back to the licensees.* >

OR

<*Licensees are responsible for ensuring that their licence registration fees are paid each year before the end of the renewal period on September 30th*.>

# Part 8: Industry Associations

## 1. Membership

<*This section can be deleted if it is not applicable to your brokerage>*

<*Brokerage Name*> is a member of the <*insert associations such as Association of Condominium Managers of Alberta (ACMA), Canadian Condominium Institute (CCI) <North or South>, Community Associations Institute (CAI), etc*.> We have agreed to abide by the Associations’ Code of Conduct, and we require that our representatives uphold the Code of Conduct.

All licensees are required to be a professional member in good standing of <*insert names of associations*> and comply with the rules of these organizations.

### Membership Benefits

The association(s) provide information on marketing, trends, best practices, and education related to condominium management services. <*Brokerage Name*> recommends that all licensees utilize the benefits available to them through membership in these organizations. <*Brokerage name*> will distribute and make available in the brokerage library, bulletins, pamphlets, and other documentation received from these organizations.

# Part 9: Legislation & Interpretations

Various legislation and policy govern the operation of brokerages in Alberta. <*Brokerage Name*> expects employees to familiarize themselves with the legislation impacting their role as a licensee.

## 1. Provincial Oversight

### *Real Estate Act (Act)*

This provincial legislation created the Real Estate Council of Alberta and sets out the broad parameters for RECA as a self-regulatory body. You can access, search, and download the *Real Estate Act* on reca.ca.

### *Real Estate Act* Rules (Rules)

The Rules provide details on all areas regulated by RECA. Licensees of <*Brokerage Name*> should know and understand the Rules, in particular Part 2: Industry Standards of Practice. You can access, search, and download the Rules on reca.ca.

### *RECA Advertising Guidelines*

The Advertising Guidelines are a plain language summary of RECA’s advertising standards. Licensees are responsible for ensuring their advertisements and marketing materials comply with the guidelines. You can review and download the guidelines on reca.ca.

### *Agricultural and Recreational Land Ownership Act*

Prevents foreign entities from buying significant amounts of prime agricultural and recreational land.

### *Alberta Human Rights Act*

Protects Albertans from discrimination to ensure that all Albertans are offered an equal opportunity to earn a living, find a place to live, and enjoy services without discrimination.

### *Alberta Building Code*

*This legislation sets minimum standards for the construction of buildings in Alberta.*

### *Condominium Property Act*

Covers the creation of condominium real estate, condominium corporations, by-laws for the governing of the corporation and reserve funds, etc.

### *Consumer Protection Act*

Covers consumer transactions in Alberta to prevent parties from taking advantage of consumers through unfair business practices. It outlines requirements for Cost of Credit Disclosure as well as consent to access consumer credit history. It also contains the High-Cost Credit Regulation providing a framework for the conduct and operations of businesses that offer, arrange or enter into agreements for high-cost credit products. High-cost credit is any credit product with a rate of 32% or more.

### *Cooperatives Act*

Regulates business organizations set up for people to use services or buy goods as a group.

### *Electronic Transactions Act*

Focuses on the legality of contracts that are electronic in nature, including electronic signatures.

### *Employment Standards Code (ESC) & Regulations*

Sets the employment standards in Alberta. Mandates the minimum standards for terms and conditions of employment, including vacation benefits and unpaid job-protected leave. In the event of a dispute between a brokerage policy and the ESC, the ESC will apply.

### *Environmental Protection and Enhancement Act*

Support and promotes the protection, enhancement, and wise use of the environment.

### *Freedom of Information and Protection of Privacy (FOIP)*

Governs access to information held by certain public bodies (e.g., government bodies) as well as the protection of personal information held by those same bodies.

### *Land Titles Act*

Regulates the registration of land related documents that both create and terminate legal rights in property.

### *Law of Property Act*

Legislation overseeing property rights, which are the subject of instruments such as contracts and conveyances. This *Act* includes foreclosure proceedings and other rights of lenders and borrowers in the event of default, including recourse on covenant.

### *Municipal Government Act*

Sets the authority and structure for local municipal governments

### *Occupational Health and Safety Act*

Promote and maintain the highest degree of physical, psychological, and social wellbeing of employees.

### *Personal Information Protection Act* (PIPA)

Protects individual privacy by requiring, in most cases, private-sector organizations to obtain consent for the collection, use and disclosure of personal information and providing individuals with a right of access to their own personal information.

### *Personal Property Security Act*

Governs dealings between secured creditors and their debtors relating to the personal property (that is not land) of debtors.

### *Public Health Act*

Protects public health.

### *Residential Tenancies Act*

Provides a framework for landlord and tenant relations, setting minimum standards of conduct for both parties.

### *Water Act*

Protects and manages water resources in Alberta.

### *Workers Compensation Act*

Provides the obligations of employers and workers when workplace accidents occur.

## 2. Federal Oversight

### *An Act Respecting the Criminal Law* (Criminal Code)

Codifies most criminal offences and procedures in Canada. Defines criminal interest rates.

### *Canada’s Anti-Spam Legislation* (CASL)

Protects consumers and businesses from the misuse of digital technology, including spam and other electronic threats. It also aims to help businesses stay competitive in a global, digital marketplace. Breaches of CASL can result in severe fines.

### *Canadian Environmental Protection Act*

Prevents pollution while protecting the environment and human health to contribute to sustainable development.

### *Competition Act*

Oversees competition in the business world and enforces truth in advertising. Penalties for anti- competitive behaviour and misrepresentation can be very severe under this legislation.

### *Canadian Radio-Television and Telecommunications Commission Unsolicited Telecommunications Rules* (Do Not Call Legislation)

Protects the public’s privacy and shields them from unwanted telephone calls. Licensees must abide by this legislation.

### *Personal Information Protection and Electronic Documents Act* (PIPEDA)

Governs how private sector organizations collect, use, and disclose personal information in the course of commercial business, including the use of electronic documents. PIPA applies in Alberta while PIPEDA governs federal activities.

### *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*

Legislation administered by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) to track and stop money laundering and the financing of terrorist activities. Licensees are encouraged to report suspicious transactions in the effort to reduce money laundering.

## 3. Municipal Oversight

<*Insert any municipal bylaws that oversee condominium management services in your city/town, e.g., secondary suite bylaws)* >

# Part 10: Employee Agreements

<*Brokerage must insert its policy on employee agreements. For example:*

*All employees engaged by the brokerage must sign an Employment Agreement on their first day of employment.*

*OR*

*Licensees engaged by the brokerage must sign a Licensee Employment Agreement no later than authorization being in place for them to represent <Brokerage Name>. This agreement, along with the brokerage’s policies and procedures, will stipulate the terms of the licensees’ representation of the brokerage.>*

<*Brokerage Name*> is responsible for the activities of all persons employed directly or indirectly by the brokerage.

### Sample Agreements

Sample Licensee and Unlicensed Assistant Agreements are included at the end of the Manual. These sample agreements have been provided by condominium manager brokerages and are not endorsed by RECA. Brokerages should obtain independent legal advice to ensure the agreements are suitable for their situation.

# Part 11: Cybersecurity Checklist

|  |  |  |
| --- | --- | --- |
| **INFORMATION SECURITY PROGRAM** | **Yes** | **No** |
| Does your brokerage currently have a cybersecurity plan (or program)? | ☐ | ☐ |
| Do you use information security practices in your brokerage operations? | ☐ | ☐ |
| Do you have policies around user authentication, authorization, and access to sensitive information? | ☐ | ☐ |
| Have you documented your information security policies and procedures? | ☐ | ☐ |
| Do you have information security compliance standards and controls included in your informationpolicies and procedures? | ☐ | ☐ |
| Have you set enterprise risk management procedures to identify, assess, control, and review risks within your brokerage? | ☐ | ☐ |
| Do you have a cybersecurity strategy, including plans to minimize risks? | ☐ | ☐ |
| Do you have control systems in place to prevent and detect unauthorized access to sensitive information? | ☐ | ☐ |
| **INFORMATION SECURITY OPERATIONS** | **Yes** | **No** |
| Do you protect sensitive information by encrypting computers, mobiles devices, and backup storage? | ☐ | ☐ |
| Do you restrict the sharing of personal or sensitive information over unencrypted public networks? | ☐ | ☐ |
| Do you restrict access to the physical servers that contain or process sensitive information? | ☐ | ☐ |
| Do you only allow a user to access and make changes to systems and data based on their jobfunction? | ☐ | ☐ |
| Do you restrict access to computers systems to authorized personnel only? | ☐ | ☐ |
| Do you limit the use of software on brokerage computers to an approved software list? | ☐ | ☐ |
| Does your computer equipment, that stores or processes sensitive information, automatically lock after a set time limit for inactivity? | ☐ | ☐ |
| Do you install and regularly update endpoint protection software, antivirus software, andantimalware systems? | ☐ | ☐ |
| Do you regularly update software applications, operating systems, servers, and networking systems? | ☐ | ☐ |
| Do you perform regular security audits (or vulnerability scans) on your servers, network equipment,and computer systems? | ☐ | ☐ |
| Do you restrict software installation to authorized IT staff? | ☐ | ☐ |
| Do you enforce the use of secure passwords? | ☐ | ☐ |
| Have you implemented Multi-Factor Authentication (MFA) technology for accessing sensitiveinformation remotely? | ☐ | ☐ |
| **INFORMATION MANAGEMENT** | **Yes** | **No** |
| Do you identify, classify, and protect sensitive data? | ☐ | ☐ |
| Do you encrypt valuable or sensitive data based on classification? | ☐ | ☐ |
| Do you have policies and procedures for: | ☐ | ☐ |
| handling credit card information? | ☐ | ☐ |
| handling personally identifiable information? | ☐ | ☐ |
| disposing of or destroying sensitive information? | ☐ | ☐ |
| the backup and archival of critical information? | ☐ | ☐ |
| Do your securely wipe all devices before they are repurposed or discarded? | ☐ | ☐ |
| **INCIDENT RESPONSE PLANS AND BUSINESS CONTINUITY** | **Yes** | **No** |
| Do you have an up-to-date business continuity plan? | ☐ | ☐ |
| Do you have an insurance policy to mitigate a cybersecurity breach? | ☐ | ☐ |
| Have you the documented process for responding to a suspected breach? | ☐ | ☐ |
| Have you trained employees on the process? | ☐ | ☐ |
| Do you have an up-to-date emergency evacuation plan? | ☐ | ☐ |
| Does this plan identify the areas that need to be sealed off immediately in case of an emergency? | ☐ | ☐ |
| Are key personnel trained regarding this? | ☐ | ☐ |
| Do you have a process for regular backups and a plan to access archival data in the event of a disaster? | ☐ | ☐ |
| Do you have an emergency/incident management communications plan? | ☐ | ☐ |
| Does your plan set procedures for notifying the relevant authorities in the case of a disaster or security incident? | ☐ | ☐ |
| Do your procedures identify who should be contacted for each type of incident? | ☐ | ☐ |
| Do your procedures identify the person authorized to make this contact? | ☐ | ☐ |
| Does your plan identify who is authorized to speak to the press/public in the case of an emergencyor an incident? | ☐ | ☐ |
| Does your plan set procedures for internal communications with your employees and their families? | ☐ | ☐ |
| Can your emergency procedures be appropriately carried out, as needed, by the people responsible? | ☐ | ☐ |
| **SECURITY AWARENESS AND EDUCATION** | **Yes** | **No** |
| Do you provide information on cybersecurity to your staff? | ☐ | ☐ |
| Do you provide your staff with regular cybersecurity training? | ☐ | ☐ |
| Do you train your employees to be alert to possible security breaches? | ☐ | ☐ |
| Do you have software installed to protect employees from online and email threats, including malware, phishing, and spam? | ☐ | ☐ |
| Are your employees trained to identify and protect classified data, including data stored? | ☐ | ☐ |
| in hardcopy? | ☐ | ☐ |
| electronically, on shared networks? | ☐ | ☐ |
| electronically, on removable media (e.g., USB drives, laptops, etc.)? | ☐ | ☐ |
| Do you provide training on how to properly handle sensitive information such as credit card data andpersonal private information? | ☐ | ☐ |
| Do you perform regular mock phishing campaigns to help train your employees to identify phishingtechniques and methods? | ☐ | ☐ |
| **COMPLIANCE AND AUDIT** | **Yes** | **No** |
| Do you regularly review and revise your information security policies, standards, procedures, andguidelines? | ☐ | ☐ |
| Do you perform regular security audits to ensure unauthorized software applications are notinstalled? | ☐ | ☐ |
| Do you monitor, log, and report all intrusions? | ☐ | ☐ |
| Do you perform regular tests on your security systems to check for vulnerabilities breaches orattacks? | ☐ | ☐ |
| Do you update your security systems when testing indicates they are vulnerable? | ☐ | ☐ |

# Part 12: Respectful Workplace Policy

<*Brokerage Name*> has adopted the following Respectful Workplace Policy which describes conduct, processes, timelines, and outcomes.

## Purpose

The purpose of this policy is to prevent all forms of workplace harassment, whether at the work site, at offsite work-related functions, or on social media platforms. The brokerage commits to:

* maintaining a workplace of mutual respect free from harassment
* describing the types of behaviour that may be considered objectionable, abusive, or offensive, and those which are reasonable
* providing licensed professionals and unlicensed brokerage staff the information and resources they need to manage their own behaviour and address disrespectful behaviour of others
* establishing a process for receiving complaints of workplace harassment and to provide a procedure by which the brokerage will deal with these complaints

This policy is not intended to limit social interaction between people in the brokerage or to affect the ordinary and proper evaluation of a person's duties or performance. The policy is intended to foster a workplace in which employees treat each other with mutual respect.

<*This policy builds on the brokerages’ Employee Code of Conduct. Insert if the Brokerage has an Employee Code of Conduct. See* [*Part 14*](#_Part_14:_Employee) *Employee Code of Conduct for an example*.>

This policy builds on the standards set by the *Alberta Human Rights Act* (*AHR Act*); the *Occupational Health and Safety Act of Alberta* (*OHS Act*), and the *Occupational Health and Safety Code* (*OHS Code*).

This policy does not and is not intended to prevent employees from exercising their rights under any other laws.

## 2. Scope

This policy applies to all individuals working for the brokerage, including the broker, associate broker(s), employees, contract staff, temporary employee, and summer students in the workplace.

## 3. Values Summary Statement

All people are equal, deserve to be treated with dignity and fairness and have the right to work in a professional environment with equal opportunity and without fear of discrimination, harassment, or violence and where all individuals are treated fairly, feel engaged, and feel safe from disrespectful behaviour. <*Brokerage Name*> is committed to providing a civil and collegial workplace built on respect, dignity, and safety.

Our employees are asked to respect themselves. When respecting yourself you will gain the respect of others. This will help promote trust and a team environment within.

## 4. No Tolerance

The brokerage does not condone nor tolerate workplace harassment, discrimination, or violence.

## 5. Definitions

 *Bystander*

An individual who is present at an incident of workplace harassment but does not take part in it; a witness to an incident.

*Bullying/psychological harassment*

Bullying, also called psychological harassment, is a serious single incident or repeated, persistent, patterned, and enduring acts of psychological aggression aimed at a specific person or group, not linked to human rights law ‘protected grounds.’ Bullying is identified as an occupational hazard that must be addressed by an employer under the OHS Act.

Workplace bullying can be defined as an offensive, intimidating, malicious, insulting, or humiliating behaviour, and/or abuse of power or authority which attempts to undermine an individual or group of licensed professionals and unlicensed brokerage staff, and which may cause a person to experience distress.

Examples of bullying behaviour include:

* severe verbal abuse, put downs
* abusive or intimidating written communication, including signs, notes, electronic and social media (see the brokerage social media policy)
* intimidating or aggressive behaviour
* isolating and shunning an individual
* spreading rumours and gossiping
* excluding individuals from meetings and activities
* withholding important information
* giving impossible deadlines or an intolerable workload
* making disparaging comments and remarks
* constantly changing objectives and goals
* taking credit for other’s work and achievements
* threatening job loss not based on performance
* denying requests for assistance, not being provided needed resources
* delaying action on important matters
* mean jokes and pranks
* excessively harsh criticism
* having harsher expectations for one person than for others
* being subjected to unwanted or offensive stories
* criticism for personal life

 *Complainant*

An individual who makes a complaint of workplace harassment under this policy.

*Discrimination*

Discrimination is an action or decision that results in the unfair or negative treatment of a person or group because of their race, age, religion, sex, etcetera (protected grounds under the AHR Act). All licensed professionals and unlicensed brokerage staff must treat their peers, clients, customers, and members of the general public fairly and with respect. In their duties, licensed professionals and unlicensed brokerage staff must not treat anyone differently or unfairly on the basis of protected grounds. At no time will the brokerage discriminate against, refuse to employ, or refuse to continue to register or employ, any individual on the basis of protected grounds.

Protected grounds covered by the *AHR Act* include:

* Race
* Colour
* Ancestry
* Place of origin
* Religious beliefs
* Gender (including pregnancy and sexual harassment)
* Physical disability
* Mental disability
* Age
* Marital status
* Family status
* Source of income
* Sexual orientation
* Gender identity
* Gender expression Discriminatory practices may include:
* Denying an individual goods, services, facilities, or accommodation
* Refusing to register/employ or to continue to register/employ an individual, or treat them unfairly in the workplace
* Following practices that deprive individuals of trade or employment opportunities
* Paying men and women differently when they are doing work of the same value
* Communicating hate messages on the telephone or through the internet
* Retaliating against an individual who has filed a complaint

Harassment is aggressive pressure or intimidation. It can be but is not necessarily sexual in nature. It can be an escalation of discrimination or an attempt to coerce the victim to action or inaction based on the views or needs of the perpetrator.

*Manager*

An individual to whom licensed professionals and unlicensed brokerage staff report and who is responsible for their work performance, regardless of their title.

*Protected Grounds Harassment*

Harassment is a form of discrimination described as a single incident or pattern of offensive behaviours that creates an unproductive or poisoned environment, directed from one individual against another individual or group on prohibited grounds under the AHR Act.

Examples of harassment include:

* verbal or written comments and posts including social media, actions, gestures, or other behaviours which are unwelcome and humiliating, offensive, hurtful, or belittling
* verbal or physical abuse
* derogatory remarks, jokes, innuendo, or taunts
* displays of pornographic, racist, or offensive signs, images, or jokes
* unwelcome invitations or requests, whether indirect or explicit

 *Retaliation*

Retaliation is a form of harassment and in this policy is defined as any action taken against an individual because another individual:

* initiated this policy, whether on behalf of oneself or another individual
* participated or cooperated in any investigation under this policy
* is associated with a person who has initiated this policy or participated in these procedures

 *Respondent*

An individual responsible for the alleged conduct that has caused offense.

*Sexual Harassment*

Workplace harassment includes sexual harassment. Sexual harassment is a form of discrimination based on the protected ground of gender, sexual orientation, gender identity, and gender expression.

Sexual harassment is any unwelcomed sexual behaviour that adversely affects, or threatens to affect, directly or indirectly, an individual's job security, working conditions, or prospects for promotion or earnings; or prevents an individual from getting a job.

Examples of behaviours which constitute sexual harassment include, but are not limited to:

* sexist jokes causing embarrassment or offense, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive
* leering or whistling
* displaying offensive material of a sexual nature
* using sexually degrading words to describe an individual
* drawing attention to an individual's sex or sexual orientation, and having the effect of undermining the individual’s role in a professional and business environment
* using derogatory or degrading remarks directed towards members of one sex, one sexual orientation, gender identity, or gender expression
* sexually suggestive or obscene comments or gestures
* unwelcome sexual flirtations, advances, or propositions
* unwelcome inquiries or comments about a person's sex life
* persistent unwanted contact or attention after the end of a consensual relationship
* requesting sexual favours
* unwanted touching
* verbal abuse or threats
* physical or sexual assault (sexual assault is considered violence under the OHS Code)

*Violence* is a threatened, attempted, or realized action which causes or is likely to cause physical injury.

*Workplace*

Under this policy, workplace is defined as:

* at the office
* during a meeting (office, client-related, real estate council, or trade association)
* at office-related or client-related or contractor-related social functions
* in the course of work assignments outside the office
* during a hearing or appeal
* at work-related conferences or training sessions
* during work-related travel
* over the telephone or by email
* elsewhere if the individual harassed is there as a result of work-related responsibilities or a work-related relationship, including on social media

## 6. What Is Not Considered Disrespectful Behaviour?

Reasonable actions that encompass management’s legitimate right to run the brokerage and to direct the services or the workplace are considered legitimate as long as the actions are carried out in good faith and in a professional, non-arbitrary manner.

The following are NOT considered disrespectful behaviours:

* direct supervision, including performance expectation discussions
* assignment of work, including changes to work assignments and direction on how it is to be accomplished
* requests by the broker or their delegates for updates or status reports
* one-on-one discussions between managers, associate brokers and employees related to the business of the brokerage or the provision of services
* approval or denial of time off
* inspections of the workplace
* disciplinary actions such as dismissing, suspending, demoting, or reprimanding with just cause

Differences of opinion or disagreements between co-workers are also not generally considered harassment. Difficult conditions of employment such as professional practice limitations, organizational changes, or financial restrictions are not considered harassment. Work-related stress is not generally considered harassment unless an accumulation of stress factors resulted from harassment.

## 7. Brokerage Commitment and Responsibility

<*Brokerage Name*> will be proactive in preventing and/or addressing behaviour that violates this policy. The brokerage will educate employees on workplace harassment, discrimination, and violence and the impact these behaviours can have on the career dignity, and well-being, of individuals.

<*Brokerage Name*> has a responsibility to investigate complaints or reports of behaviours under this policy.

The brokerage recognizes its employees may be subjected to workplace harassment by co-workers, clients, and the public or others who conduct business with the brokerage. Under these situations, the brokerage acknowledges its responsibility to support and assist the individuals subjected to such harassment and will expect those found violating this policy to undertake all recommended processes to improve their interactions with others.

<*Brokerage Name*> individually and collectively commit to:

* familiarizing ourselves with this policy
* ensuring our actions and words contribute to a respectful workplace environment
* being accountable for the results of our actions, regardless of our intent
* understanding that the brokerage will not tolerate disrespectful behaviours
* addressing issues of disrespectful behaviour with the individual or people involved
* taking action when witnessing disrespectful behaviour as a bystander
* The managers, within their area of responsibility, are responsible for:
	+ ensuring they regularly review, understand, and comply with this policy
	+ maintaining records as required by this policy
	+ discouraging and preventing workplace harassment whether or not complaints have been brought to their attention
	+ investigating every verbal or written complaint of workplace harassment brought to their attention
	+ imposing disciplinary measures (in consultation with human resources or legal counsel, where applicable), when a complaint of workplace harassment is found to have been substantiated, regardless of the status or seniority of the offender
	+ collaborating with a joint work site health and safety committee (where applicable)
	+ educating employees to recognize and prevent workplace harassment
	+ providing written and electronic forms of this policy document

## 8. Employee Commitment and Responsibility

Employees are required to read the [Respectful Workplace Policy](#_Part_12:_Respectful) and follow the processes when a non-respectful concern or situation arises.

<*Brokerage Name*> encourages individuals to promptly report any harassing, discriminatory, or violent behaviour they experience or witness so that appropriate action may be taken as soon as possible.

Employees are responsible for:

* carrying out the duties of their position
* complying with workplace rules, regulations, policies, and legislation
* treating themselves, clients, co-workers, and the public with respect and dignity
* ensuring they do not participate in disrespectful behaviour, as outlined in this policy
* informing their broker, associate broker, manager (and human resources, where applicable) of their needs for accommodation based on the protected grounds under the AHR Act
* informing the broker, or manager of all harassing behaviour they witness
* informing the broker or an alternate manager if a broker, or manager has failed to address a reported or witnessed harassment

## 9. Training for Employees

The brokerage will provide training to its employees, which will include a review and explanation of this policy and its procedures, as well as a description of the brokerage’s expectations for licensed professionals and unlicensed brokerage staff relative to their behaviour in the workplace. This training will include the following:

* how to recognize workplace harassment
* policy, procedures, and workplace arrangements that effectively eliminate or control harassment
* appropriate response to incidents of harassment
* procedures for reporting, investigating, and documenting incidents of workplace harassment pursuant to this policy and these procedures

## 10. Confidentiality

The brokerage and all employees must maintain confidentiality throughout the process. No one may disclose the circumstances related to an incident of harassment or names of the parties involved (including the complainant, the person alleged to have committed the harassment, and any witness) except where necessary:

* to investigate the incident or to take corrective action
* to inform the parties involved in the incident of the results of the investigation and corrective action taken
* to comply with requirements under the brokerage’s insurance policy against claims of harassment
* as required by law

The manager must keep all records of complaints in their confidential files. These records must be retained at least two years. Records of discipline will be kept in the employee’s personnel file.

## Process for Handling a Concern or Situation

### Informal Resolution Process

An employee (the “complainant") who considers they have been subjected to workplace harassment should try to speak to the individual responsible for the conduct (the “respondent”), if possible, and attempt to resolve the matter. Although these are difficult conversations to have, employees are expected in most situations to do their best to work things out before escalating to a higher level. Open and honest dialogue can go a long way in reaching an informal resolution.

If the complainant is not comfortable approaching the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should seek their broker or manager’s advice. In situations where the broker, associate broker, or manager is responsible for the conduct, the licensed professional or unlicensed brokerage staff member is encouraged to seek advice from another manager in the brokerage.

Complainants should keep a record of the behaviour or incident (date, times, locations, possible witnesses, what happened, their response). Complainants do not have to have a record of events in order to make a complaint, but a record can strengthen a case and help you remember details over time.

### Time Frame for Reporting Complaints

The brokerage encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. However, due to the sensitivity of these problems, and because of the emotional toll such misconduct may have on the individual, no limited time frame will be instituted for reporting objectionable conduct complaints. Late reporting of complaints will not in and of itself preclude the brokerage from taking remedial action.

*Verbally Reporting the Complaint*

If the complainant and respondent are unable to informally resolve the alleged harassment, the complainant should report it to the manager.

The manager will:

* keep a written record of the initial verbal complaint
* determine if there is a safety risk and how to address it
* advise the complainant of their rights to:
	+ make a formal written complaint
	+ be represented by any person of choice at any stage of the process
	+ pursue other avenues of recourse, such as making a complaint under the *Alberta Human Rights Act* or *Occupational Health & Safety Act* or *Criminal Code*
* offer the availability of counselling through the brokerage’s employee and family assistance program and other support services the brokerage provides>
* advise the complainant to consult a health professional for treatment of an injury or adverse symptoms
* discuss with the complainant alternative ways to address the verbal complaint
* as a result of this meeting:

the complainant and the broker or manager may agree that the conduct is not workplace harassmentthe complainant may decide to not make a formal written complaintthe complainant may file a formal written complaint.

### Complainant and Manager Agree the Conduct is Not Workplace Harassment

If the complainant and their manager agree that the conduct in question is not workplace harassment as defined in this policy, no further steps will be taken or required. However, a broker, associate broker, or manager may discuss more appropriate behaviour with either party or discuss and aid with an appropriate conflict management process.

*Complainant Does Not Wish to Make a Formal Written Complaint*

Where a complainant brings to the manager’s attention facts that the manager believes, on first impression, constitute evidence of workplace harassment, but the complainant does not wish to make a written complaint, the manager may:

* meet with the respondent with a view to taking corrective action, providing education, or suggesting options for resolution through mediation or facilitation, if deemed appropriate
* refer the matter to human resources or legal counsel for further consideration and advice. This step is to prevent future actions against the brokerage.
* after speaking to the respondent, keep a confidential written record of that discussion.

### Formal Complaint

If the matter is not resolved under the informal resolution process, the employee may file a formal written complaint <*by completing the Formal Resolution Request Form (if brokerage has a form) or a letter*> including:

1. complainant’s name and contact information
2. respondent’s name and contact information
3. details of the incident(s) or conduct with specifics about:
	1. dates and times
	2. location
	3. other persons present (witnesses)
	4. what was said or done by whom
4. copies of any notes, pictures, recordings, emails, documents related to the incident(s) or conduct
5. informal resolution steps attempted
6. the action the complainant would like the brokerage to take as a consequence of the objectionable conduct
7. signature of the complainant and date the complainant signed the complaint.

Submit the complaint to the broker or associate broker (depending on who is the alleged harasser). When the brokerage receives a written complaint, it will:

* Determine, on the basis of the written complaint and consultation with human resources or legal counsel, whether to:
	+ Assist the complainant and respondent with a resolution meeting
	+ Refer the matter to investigation
* Notify the respondent of the allegations and the complainant’s name. The notification should include sufficient details to enable the person to prepare a response and defense, if required.

### Assisted Resolution Meeting

The brokerage or an external resource may assist the parties to seek a resolution in a safe environment.

### Investigation of Complaint

The brokerage (or human resources or legal counsel, where applicable) oversees the investigation process. The investigator may be a broker, associate broker, manager, or an external investigator.

The brokerage will ensure that investigators have been trained in investigation process and the principles of natural justice to ensure the investigation is carried out in a fair, timely, and respectful manner.

### Investigation Procedure

The investigator will conduct a timely investigation. In conducting the investigation, the investigator should thoroughly explore the matter as they see fit including:

* asking the complainant if they feel safe/comfortable in the workplace as it is and if they can perform their job
* reminding the individual whose conduct caused offence of the brokerage's policy against retaliation for making a complaint of objectionable conduct
* advising the person whose conduct caused offense who the complainant is, the conduct complained of, and allow for a full hearing of their response to the allegations
* confirming all information and obtaining any additional facts and information
* interviewing all relevant witnesses identified by the complainant, the respondent, or other witnesses
* reminding the complainant, respondent, and any witnesses not to discuss the complaint with anyone in the brokerage as it is under investigation
* reminding everyone involved that there is no anonymity during an investigation, only confidentiality.
* clarifying that throughout the investigation, to the greatest extent possible, reasonable efforts will be made to respect the confidential nature of the complaint
* Some of the information to be collected and considered in the investigation may include:
* thoroughly ascertaining all facts to the allegation of harassment or violence
* determining the frequency and type of the alleged objectionable conduct and, if possible, the dates and locations where the alleged conduct occurred
* determining the impact (physical and emotional) of the alleged conduct on the complainant and witnesses
* identifying witnesses who observed the alleged conduct
* asking the individual how they responded to the objectionable conduct
* determining whether the complainant consulted anyone else about the alleged conduct and take note of who else knows and their response to the disclosure
* developing a thorough understanding of the professional relationship, degree of control, and amount of interaction between the person whose conduct caused offense and the complainant (does the person control compensation, terms of employment, or promotions? do these individuals work in close proximity to one another or on the same projects?)
* determining whether the person whose conduct caused offense has carried out any threats or promises directed at the complainant or whether the terms of employment have been adversely affected
* asking the complainant what action they would like the brokerage to take as a consequence of the objectionable conduct
* any documentation provided by the complainant, respondent and witnesses

### Report by Investigator

The investigator will determine whether the complaint has been substantiated and will provide a written report including the findings, reasons, and any recommendations to the brokerage. A copy of investigator’s report <will/will not> be provided to the complainant and respondent.

### Decision on Discipline

When a complaint has been substantiated, the broker or human resources (with advice of legal counsel where appropriate) will determine the appropriate discipline or corrective action, advise the individual whose conduct caused offense, and ensure that the recourse is implemented or carried out.

The options for recourse include but are not limited to:

* apology
* training
* referral to an employee and family assistance program or other resource for counseling
* reassignment
* limiting access to certain areas or individuals within the organization
* discipline
* discharge
* advising local authorities of a potential criminal offence
* In determining the appropriate recourse, the following will be considered:
* nature of the misconduct
* disciplinary history of the employee
* length of service of the employee
* impact or potential impact of the misconduct on the complainant, the work site, and the brokerage
* any other extenuating or aggravating factors

### Informing the Complainant

The brokerage will inform the complainant of the outcome of the investigation.

## 12. False Accusations

If an investigation results in a finding that the complainant falsely accused another of objectionable conduct knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination, and the investigation results as well as the sanctions will be

recorded in the complainant’s employee file. Any discipline which may be imposed on individuals participating in the complaint process for making false allegations is not considered retaliation.

## 13. Harassment by Outsiders

All employees who consider that they have been subjected to workplace harassment by a person who is not a brokerage employee should seek the advice of a broker, associate broker, manager, or human resources staff. That person will take whatever action is necessary to ensure that the brokerage fulfills its responsibility to promote a respectful workplace and to support and assist the person subjected to such harassment.

## 14. Review Period

This policy and prevention plan will be reviewed in conjunction with the joint health and safety <*representative/committee*> every three years, after a reported incident of harassment, or when the health and safety <*representative/committee*> recommends a review.

# Part 13: COVID Return to Work Policy

The purpose of this policy is to provide a safe work environment for employees returning to the workplace in the presence of COVID.

<*Amend this policy to apply to other infectious diseases or health crisis*.> Employees are required to:

* keep appropriate distances from other staff, workers and guests in the office space
* frequently wash their hands thoroughly with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer that contains at least 60 percent alcohol
* avoid touching their eyes, nose and mouth
* covering sneezes or coughs with tissues, if possible, or else with their sleeve or shoulder
* avoiding close contact with people who are sick
* stay home when sick
* clean and disinfect frequently touched surfaces and objects, including their working areas and equipment they use
* remain in their work area and not wander in the office

<*OPTIONAL ALL employees are required to get their COVID-19 vaccination and provide proof of this vaccine to the <Brokerage Name*>>.

A minimum of two vaccine shots are to be administered to the employee for them to be deemed compliant. If employees are currently unvaccinated, they are allotted a three-hour window during working hours to arrange and get their vaccination.

The brokerage imposes this policy because the Occupational Health and Safety Act says employers have a duty to protect their workers by providing, at the very least, a safe workplace.

<*Brokerage Name>* does respect an individuals’ rights to abstain from the vaccination, however with that in mind we must ask that the employee tenders’ their resignation of employment immediately.

Exemptions from any vaccination will be considered by <*Brokerage Name*> with proper proof and verification form a licensed doctor or practitioner as to why the employee is not able to be vaccinated. <*Brokerage Name*> reserves the right to still require the resignation of the employee.

Employees that are infected with COVID-19, after a positive test, are required to maintain isolation and will be removed from the office of <*Brokerage Name*> for the allotted isolation period.

Sick time and personal days that have not been utilized for the current year can be applied towards an employee’s leave. If an employee wishes to utilize vacation time, they are able to use this time, so they do not have any disruption in regular pay.

Employees who are required to maintain isolation and do not wish to use any allotted time, as mentioned above (Vacation, Sick or Personal days), will be granted unpaid leave of absence until they return to work.

Employees who have the ability to work remotely and perform all the duties for <*Brokerage Name>* can be in isolation and may, with prior approval of the broker, continue to work from home while in isolation.

Employees who have family members in their current residence or have been in close contact with someone that has been infected with the COVID-19 illness MUST report this to their supervisor immediately. At that time the decision to either remove the employee or have them continue to perform their work functions in the office will be decided on.

<*Brokerage Name*> may at any time restrict further public access and close the doors to the main office to ensure that the employees are protected. This will be determined by the broker and all employees will be notified properly in writing.

Employees are to act responsibly to public health concerns and to take all pre-cautions to not only protect themselves, but to protect co-workers and the business of <Brokerage Name>.

Employees are to not allow any guests or visitors past the front of the office are and are to only greet clients in the front reception areas if permitted.

Employees who are required to leave the office, for client purposes, must be cautious when interacting with individuals in public spaces. Good hygiene must be conducted, and employees must wash their hands when returning from out of office duties.

Employees may be required to cancel Board Meetings or General Meetings due to public outbreak and these actions must be reported to the appropriate supervisor at <*Brokerage Name*>.

**Licensee Client Meetings**

Employees may hold in person meetings for monthly Client Meetings and follow any restrictions on public gathering requirements implemented by Alberta Health Services and the meeting venue must be large enough to accommodate any required social distancing.

<*optional: Client and Customer Board Members <must/should> be double vaccinated*.>

Under section 31 of the *Condominium Property Act,* a person can attend a board or general meeting by teleconference or by electronic means unless the bylaws state otherwise.

**Annual General Meetings – Special General Meetings**

Licensees are able to attend a client AGM or SGM as long as they follow all restrictions on public gathering requirements by Alberta Health Services or hold the meeting virtually.

#

# Part 14: Employee Code of Conduct

All Employees shall:

1. always conduct themselves to the highest degree of professionalism;
2. not misrepresent their professional qualifications or competency;
3. at all times be truthful and respectful to fellow colleagues, management, clients and the broker;
4. observe reasonable and proper standards of loyalty to the brokerage, while on and off the job;
5. abide by and follow policies, protocols, procedures and applicable legislation while employed with the brokerage;
6. respond unselfishly to colleagues seeking professional assistance;
7. not disclose information about the brokerage or clients obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
8. be objective in all evaluations concerning the work of others;
9. continually challenge and assess strengths and weaknesses of themselves and the brokerage for effectiveness;
10. use information obtained on the job for the intended purposes only, and not for any other purpose;
11. abide by professional standards, if employee is a licensee; and
12. not harass or discriminate in any way against others.

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , have received, read, and understand the <*Brokerage Name*> Code of Conduct. I will adhere to the Code of Conduct.

Signed this day of , 20 .

Signature of Employee

Printed Name of Employee

# Part 15. Confidentiality Agreement

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of employee) have read and understand the Policy and Procedures Manual concerning confidentiality.

I acknowledge and understand:

* All information regarding the brokerage and its activities is considered confidential unless it has been approved for release by the broker.
* I am expected to use caution and good judgment in discussing information related to my job and/or the operations of the brokerage.
* All queries from the media must be referred to the broker. Depending on the nature of the information requested, the release of information to the media must be approved by the broker.
* Any breach of the employee’s confidentiality obligations may result in immediate termination for cause.
* If I am a licensee, I understand any breach of the confidentiality obligations is a breach of the *Real Estate Act* Rules and may result in disciplinary action by RECA.
* If the employee has already left their position with the brokerage, the breach may result in legal action, if required.

I will adhere to the obligations for confidentiality.

Signed this\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_ , 20\_\_\_ .

Signature of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Part 16. Conflicts of Interest Policy

1. Employees must avoid situations in which the employee’s personal interest is in conflict with, or might appear to be in conflict with, their duty to the brokerage. No employee should use the employee’s position with the brokerage to gain directly or indirectly any personal benefit for the Employee or others. In particular:
2. an employee may not engage in any outside activities or accept work outside of the brokerage that either interferes with the ability to devote the employee’s full and best efforts to the brokerage’s interests or raises an actual, potential or appearance of a Conflict of Interest
3. an employee must not carry out or participate in the carrying out of a duty or function, including the making of any decision, if they have a Conflict of Interest
4. an employee must not use their position to seek to influence a decision, to be made by another person, to further the employee’s Private Interest
5. an employee shall not knowingly use information that is obtained in the course of carrying out their duties to further or seek to further their Private Interest
6. an employee shall not use assets owned or controlled by the brokerage to further their Private Interest, or otherwise except for approved purposes
7. an employee must not accept a fee, gift or any other private benefit of any kind that is connected directly or indirectly with the performance of their duties, except compensation duly authorized by the brokerage; however, this does not apply to a gift or private benefit that is received as an incident of the protocol or social obligations that normally accompany the responsibilities of office
8. if the value of a gift or private benefit referred to in the previous paragraph exceeds $50.00 in value, or if the total value received directly or indirectly from one (1) source in any twelve (12) month period exceeds $250.00, the employee must immediately disclose particulars of the gift or benefit in writing to the broker:
	* 1. the nature of the gift or private benefit
		2. its source; and
		3. the circumstances under which it was given and accepted

the employee shall be required to transfer the gift or benefit to the brokerage or another organization if directed to do so by the broker.

1. an employee whose position involves the authorization of expenditures, the handling of the brokerage’s assets or access to Confidential Information is expected to maintain the standards required of those in a position of trust
2. An employee who has reasonable grounds to believe they have a Conflict of Interest must immediately:
3. disclose the general nature of the Conflict of Interest to the broker
4. if present at a meeting or participating in any other process considering the matter, withdraw from the meeting or other process without participating in the discussion, making any comment or voting on the matter; or
5. if the matter is other than a meeting or other process to consider the matter, refrain from participating in the carrying out that duty or function
6. If an employee breaches the Policy and the employee or their Family member or Business Associate thereby realizes any financial gain, the employee shall on demand pay the amount so gained to the brokerage, together with all reasonable legal and accounting fees and disbursements and other costs incurred by the brokerage and enforce such claim.
7. An employee found to be in violation of the Policy may, in addition, be subject to disciplinary action up to and including termination of employment for cause.
8. On the request of the relevant employee, the broker shall be entitled to conclusively determine whether a:
9. private interest exists
10. conflict of interest exists
11. proposed course of action by an employee would constitute a breach of the policy; and
12. if a course of action would or may constitute a breach of the Policy, whether the requirements of the Policy should be waived
13. Licensees must also comply with the conflicts of interest requirements in the *Real Estate Act* and *Real Estate Act* Rules.

# Part 17 Electronic Communication Policy

1. With the increased capabilities available for electronic forms of communication, the Brokerage must ensure that Employees have an understanding of the circumstances in which these forms of communication are appropriate and permitted.
2. This Electronic Communications Policy applies to all forms of electronic communications, including, but not limited to: internet, intranet, email, voice mail, video conferencing, facsimiles, telephones, mobile phones, social media (i.e. Facebook, Instagram, Twitter, LinkedIn, YouTube, blogs, etc.) and all other forms of computer use.
3. This section applies whether the Employee is using the Brokerage’s hardware, software, systems and network, or the Employee’s own personal systems or mobile devices if used to perform work for the Brokerage, or if there is any mention of the Brokerage or the work performed for the Brokerage in any electronic communication.
4. All forms of electronic communication using the Brokerage’s hardware, software or networks may be used only by properly authorized Employees.
5. It is the responsibility of each employee to safeguard the Brokerage’s information and that of the Brokerage’s clients by understanding and complying with this Policy.
6. The Brokerage reserves the right to monitor and log any and all computer usage and electronic communication using its equipment, internet service or networks. The Brokerage reserves the right to access and inspect any and all files stored in public or private areas of the network on a periodic basis in order to check for breach of system security, violations of law or infringement of this or other of the Brokerage’s policies. Such monitoring may occur electronically or manually without the knowledge of the affected Employee.
7. Employees should not have any expectation of privacy when using the Brokerage’s electronic communication systems. The Brokerage has the right to monitor usage and to review and search the contents of its electronic communication systems at any time.
8. The following represent the minimum guidelines which must be observed during any use of electronic communication. The intent of the following is to clarify by example the guidelines which apply to determine whether a given use is acceptable or not. These guidelines are not intended to be exhaustive:
9. employees are expected to use the electronic communications only for business-related purposes
10. employees are to conduct electronic communications in a professional manner, having regard to the best interests of the brokerage, as they would any other form of business communication for the brokerage
11. employees may need to use the brokerage’s electronic communications systems for personal reasons; such use should be brief and infrequent
12. when an employee’s affiliation with the brokerage is apparent to others (such as by their e- mail address), employees must refrain from expressing personal opinions
13. every effort must be made to protect the brokerage’s confidential information and personal information of clients of the brokerage
14. employees shall not send via electronic communication any information which is confidential or sensitive in nature
15. employees shall not make any inappropriate, defamatory or other comments regarding the brokerage or anyone who works for or with the brokerage that may damage the reputation of the brokerage or bring the brokerage into disrepute
16. the brokerage’s electronic communications hardware, systems and network must not be used to violate the laws and regulations of Alberta or Canada
17. use of any of the brokerage’s resources for illegal activity is grounds for immediate termination of employment for cause and the brokerage will cooperate with any law enforcement activity
18. employees shall always comply with software copyright and licence agreement requirements
19. copying software in a manner which is not consistent with the vendors’ licence agreement is prohibited
20. employees shall only use software as provided by or authorized by the brokerage
21. employees are prohibited from downloading or installing programs onto their computers
22. employees shall not access or import or export hate literature or material which is pornographic, discriminatory or would bring into dispute, malign or injure the reputation of the brokerage
23. employees shall not send, solicit, receive or store any sexually oriented messages or images
24. employees shall not send, solicit, receive or store any messages of a harassing, discriminatory, abusive or profane nature
25. employees shall not use the systems or equipment of the brokerage to operate any other business or to solicit on behalf of any personal group or other business; and
26. the sending of chain letters or the use of the brokerage’s equipment and systems for gambling or engaging in any other activity in violation of local, provincial or federal law, or the brokerage’s policy, is strictly prohibited
27. Employees are responsible for their electronic communications. Any Employee who violates this policy or uses electronic communication for improper purposes shall be subject to discipline, up to and including termination for cause.

# Part 18 Information Technology Network Security Policy

1. Information is an asset of the Brokerage, and the Brokerage will create security measures and assign responsibilities to protect this asset from loss, theft and unauthorized modification or disclosure. The Brokerage’s Information Technology security measures apply to all Brokerage owned information on the computer network, either physical or electronic. All Employees connecting to the Brokerage’s network must comply with security measures.
2. Every Employee is responsible for safeguarding the Brokerage’s information including the physical assets that store and communicate this information.
3. Adequate physical security measures must provide for the protection of computing and data communication resources.
4. The Brokerage’s network services are responsible for all hardware not assigned to an employee.
5. The Brokerage’s information technology network services will assess risks to the Brokerage’s information from the network, remote and internet connections and implement appropriate security measures to protect Brokerage information.
6. All users will be granted their own user account on the Brokerage’s network and are responsible for all activities within that account. The following applies:
	1. users must select a secure password and must not divulge that password to anyone, except the information technology department when requested
	2. workstations should be logged out at the end of the workday and locked when not in use.
7. The loss of any device or misuse of a device must be reported to management immediately. Management must report to the Privacy Officer.
8. All new accounts will require a management approval. After an account has been created, the addition of any VPN access capability, or directory permission modification requires management approval.
9. All of the Brokerage’s Systems may be audited for software on a routine basis. Computers connecting to the Brokerage’s network must have network services approved virus scanning software operating on the system. Network services may provide home users with remote access permissions with appropriate virus protection software and installation instructions. Due diligence must be used to ensure that all software is regularly updated into the Brokerage’s network.
10. Employees must back up their data on the scheduled dates. Servers that are an integral part of the community network will be backed up by network services. The frequency of the backup and the period of tape retention are dependent upon business requirements. Suitable measures will be taken to ensure the physical integrity of backup media.
11. Violation of the above the Brokerage’s network security guidelines may lead to discipline, including termination for cause.
12. The loss of the Brokerage’s property (e.g. notebook) that has been improperly secured is the responsibility of the user.

# Part 19: Acknowledgement of Understanding and Agreement to Comply

1. The employee acknowledges having received the employee’s copy of the Manual and acknowledges that it is the employee’s responsibility to read and understand the Manual. The employee agrees to abide by the Manual, which the employee agrees constitutes part of the terms and conditions of the employee’s employment with the brokerage. The employee acknowledges that if the employee does not abide by the Manual, the employee will be disciplined up to and including termination of the employee’s employment for cause.
2. The employee is aware that the employee can discuss any questions that the employee may have about the Manual or Policies with the employee’s supervisor or the broker.

I have received, read, and understand the <*Brokerage Name*> Policies and Procedures Manual (the Manual).

While employed with <*Brokerage Name*>, I will adhere to the policies, procedures and appendices outlined in the Manual.

Signed this\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_ , 20\_\_\_ .

Signature of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sample Employee Agreements

*<These sample agreements are provided for informational purposes only. RECA does not endorse these sample agreements and provides no assurances about their content. Brokerages should obtain independent legal advice to ensure the agreements are suitable for their situation>.*

**SAMPLE**

CONDOMINIUM MANAGER LICENSEE AGREEMENT

THIS AGREEMENT effective as of the <Date> day of <Month, Year>.

BETWEEN:

<Full Licensee Name>

in the Province of Alberta

(Hereinafter referred to as “Licensee”)

-And-

<Brokerage Name>, <a corporation incorporated under the Laws of Alberta or authorized under the Real Estate Act> and

(Hereinafter referred to as the “Brokerage”)

The Brokerage is a duly registered condominium management brokerage pursuant to the *Alberta Real Estate Act*. (Act).

The Licensee is licensed/eligible to be licensed under the Act and wishes to represent the Brokerage in providing condominium management services offered by the Brokerage.

<*Brokerages should obtain appropriate employment legal advice when utilizing employment agreements*.>

**1. BROKERAGE RESPONSIBILITIES**

1. The Brokerage will assign the Licensee to manage one or more condominium corporations which have written service agreements with the Brokerage.
2. The Brokerage shall provide a Licensee with all necessary tools and technology and office access in relation to the job and tasks for the purpose of conducting their business activities as a Licensed Condominium Manager pursuant to the Act.
3. The Brokerage <*will / will not*> provide a cellular telephone and carry all costs in relation to the cellular phone to be used for business purposes.
4. The Brokerage provides the Licensee its brand, trademarks, and other marketing materials while this agreement is in effect.
5. The Brokerage will compensate the Licensee with a salary set out in Schedule A. This salary amount does not include compensation for any administration, legal, caveat costs or chargeback costs set out in a written service agreement. The salary amount as well as any changes to the compensation paid to the employee will be stipulated in the section 4. of this agreement.
6. The Brokerage <*will / will not*> be responsible for vehicle expenditures or travel costs with the commute to and from a Condominium job site.
7. The Brokerage will provide Workers Compensation Insurance for all Licensees.
8. The Brokerage will provide Health Benefits to the Licensee, which coverage is <optional if the Licensee has another Health Care plan/not optional for employees>. The Brokerage pays <*insert % of premium share*> of the premiums. A Group Plan is in place with <*Brokerage Name*> and details of the plan are provided upon enrollment.
9. The Brokerage provides the following additional benefits: <*list any additional benefits such as pension, RSP matching, education allowance*>.
10. The Brokerage will monitor and review performance of the Licensee and initiate written notices for failure to comply with any obligation as agreed to in the Manual.
11. The Brokerage may terminate the Licensee after three written notices for the same issue within a twelve-month period.
12. The Brokerage will conduct annual performance evaluations and will review the Licensees contract and agreed salary. Adjustments will be made according to written performance evaluations. Salary may be affected in any case of a performance review and may be decreased or increased as the Brokerage sees fit.

 **2. LICENSEE RESPONSIBILITIES**

1. The Licensee will provide <*condominium management services / associate broker services*> on behalf of the Brokerage in accordance with this Agreement, <*the Job Description*> and the assigned written service agreements in place with <*Brokerage Name*>.
2. On the effective date of this agreement, the Licensee agrees to become licensed as a Condominium Manager <*Associate Broker, Associate*> pursuant to the Real Estate Act and to pay all fees associated with their licence and registration. Failure to obtain this licence and registration will cause immediate termination, without notice, of this Agreement.
3. The Licensee agrees to continue to be licensed as a Condominium Manager <*Associate Broker, Associate*> pursuant to the Real Estate Act throughout the term of this agreement, and any failure by Licensee to be licensed, for any reason whatsoever, shall constitute cause for immediate termination, without notice, of this Agreement.
4. The Licensee agrees to comply fully with all provisions of the *Real Estate Act* and the *Real Estate Act* Rules in their business activities. Compliance with the *Real Estate Act* and *Real Estate Act* Rules means compliance with all legislation and rules affecting the Licensee’s business activities.
5. The Licensee will comply with the Brokerages Policies and Procedures. The Licensee will review and stay current with the Brokerage’s policies and procedures. < *Some brokerages have all policies and procedures in their Policy and Procedure Manual while others have separate documents. Wording of this clause is generic to cover all policies and procedures. Brokerages should adapt to suit their situation*.> Where the Brokerage Policies and Procedures Manual conflicts with this Agreement, this Agreement shall prevail.
6. The Licensee agrees to use the forms, applications, agreements, and notices prescribed by the Brokerage.
7. The Licensee will carry out to the best of their ability all duties as set out in a <*Brokerage Name*> written service agreement(s).
8. The Licensee will respond to owners and occupants of the condominium corporations in the Licensee’s portfolio to ensure the day to day needs of the condominium corporations are being dealt with in a timely and professional manner.
9. The Licensee will return all telephone communications and emails within a twenty-four-hour period from which the communication from a client or customer is received. After regular business hour calls, weekend calls and electronic communications will be handled on an emergency and priority basis.
10. The Licensee will ensure the Board of Directors, within their specific portfolio if required, are properly notified of any and all issues arising from the day-to-day management or in an emergency situation.
11. The Licensee agrees they will be available 24 hours a day, seven days a week by telephone to deal with emergencies and immediate concerns relating to the clients in their portfolio.
12. The Licensee agrees to complete all lawful task items required by the Board of Directors in their current portfolio.
13. The Licensee will ensure that mailings and communications are properly delivered to all owners and occupants by designated timelines.
14. Budgets will be distributed 30 days prior to the Corporations’ year end.
15. Insurance notifications and certificates will be sent no later than the date of renewal.
16. Notices for onsite projects and events are delivered within a reasonable amount of time. A minimum standard and requirement of 48 hours’ notice is required.
17. <*add any other requirements*>
18. The Licensee will work <*insert expected hours per week – e.g. a minimum of 40 hours per week*>. <*insert any required office hours, office hours when evening meetings are held, and overtime provisions that differ from this Manual*>
19. The Licensee will supply their own vehicle and appropriate vehicle insurance or transportation to and from job locations and condominium sites.
20. The Licensee understands and agrees that any business opportunity relating to or similar to the Brokerage’s current or anticipated business opportunities coming to the attention of the Licensee during the Licensee’s employment is an opportunity belonging to the Brokerage. Accordingly, the Licensee will advise the Broker of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Broker.
21. The Licensee shall also covenant and agree that during the term of their employment with the Brokerage and for twelve (12) months after the termination thereof, regardless of the reason for the Licensee’s termination, they will not, directly or indirectly, solicit or attempt to solicit any business from any of the Brokerage’s Clients, Customer Prospects, or Vendors with whom they had material or direct contact with during the last two (2) years of their employment with the Company.
22. The Licensee will submit to the Brokerage all documentation and correspondence (digital, electronic, or other means) regarding all services offered by the Brokerage.
23. The Licensee agrees they shall never obligate the Brokerage for goods or services.

**3. RELATIONSHIP**

1. The Licensee’s relationship to the Brokerage is that of an employee-employer relationship.

 **4. LICENSEE REMUNERATION**

1. <*Brokerage Name*> will compensate the Licensee as set out in Schedule A.
2. The Licensee authorizes the Brokerage to withhold and promptly remit all deductions, payments and contributions required by law for income tax, employment insurance and the Canada/Quebec Pension Plan with respect to this Agreement or to the provision to the Brokerage of the Employee’s services under this Agreement.
3. The Brokerage will also deduct any amounts due for services provided to the Licensee or as required by law. Deductions may include but are not limited to *< licensing fees, association memberships*>, garnishments, and other obligations of the Licensee to the Brokerage.

**5. CONFIDENTIAL INFORMATION**

1. Confidential information means material relating to the Brokerage, its clients, or business that is not generally available to or used by others, or the use of value is not generally known to others. Confidential information includes, but is not limited to:
	* 1. financial, business, and personal data relating to customers, clients, affiliates, subsidiaries, other associates, and employees of the Brokerage
		2. business models, marketing plans, programs, strategies, policies, and procedures of the Brokerage that are not standard industry practices, or that are not generally known in the industry
		3. studies, customer lists, charts, plans, tables, and compilations of business information acquired or prepared by or on behalf of the Brokerage.
2. The Licensee will not disclose any confidential information to anyone outside the Brokerage.
3. The Licensee will not use confidential information or disclose it to anyone inside the Brokerage without the Brokerage’s approval.
4. These obligations continue during and after termination of this Agreement.

 **6. PRIVACY**

1. Privacy legislation means all laws that regulate the collection, use, disclosure, and storage of personal information.
2. The Licensee will comply with the Brokerage’s privacy policy and all applicable privacy legislation.
3. The Licensee will obtain consent of every client, owner, or tenant of a condominium corporation for collection, use, and storage of their personal information.
4. The Licensee will ensure access to personal information is restricted to personnel on a need-to- know basis.
5. The Licensee will promptly notify the Brokerage of any beach or suspected breach of security protecting personal information.

 **7. TERMINATION**

1. It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Brokerage may, in its absolute discretion, terminate the Licensee’s employment, for any reason without notice or cause.
2. The Licensee may terminate this agreement at any time by giving two weeks’ written notice to the Brokerage.
3. The Brokerage may terminate this agreement with just cause or by providing working notice with pay or pay in lieu of notice under the Alberta Employment Standards Code.
4. Upon such termination all rights and duties of the parties toward each other shall cease except:
	1. the Brokerage shall be obligated to pay, all amounts owing to the Employee for Services performed and related expenses, if any, according to the Brokerage Policy and Procedures Manual.
	2. Sections 2 (j) and (k), Section 5, Section 6 of this Agreement shall survive termination of this Agreement.

**8. SEVERABILITY**

1. If any provision(s) in this Agreement is found to be void or unenforceable in whole or in part, it shall not affect or impair the validity of any other provisions of this Agreement.

**9. NOTICES**

1. Any notice regarding amendments or termination of this Agreement shall be in writing (electronic or hard copy) and must be delivered to the Brokerage’s registered brokerage address and the Licensee’s address registered with the Brokerage.

**10. WAIVER**

1. A waiver of either party of:
2. any of their rights,
3. any responsibilities of the other party, or
4. any of their obligations

under this Agreement shall not constitute a waiver any of their other rights, responsibilities, or obligations under this Agreement.

**11. ENTIRE AGREEMENT**

1. This Agreement is the entire agreement of the parties and supersedes any prior agreements between them with respect to the matters in this Agreement.

**12. INDEPENDENT ADVICE**

1. The Licensee acknowledges that they have had sufficient time to thoroughly review this Agreement; understands the terms of this Agreement and their obligations in this Agreement; and has been given an opportunity to obtain appropriate professional advice concerning the interpretation and effect of this Agreement.

IN WITNESS WHERE OF the parties here to have signed this Agreement as of the day and year set out above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: The Licensee Name: Broker on behalf of the Brokerage

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: The Licensee Signature: Broker on behalf of the Brokerage

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Broker on behalf of Brokerage

**SCHEDULE A**

**Compensation**

<Insert whatever is agreed upon>

**SAMPLE**

UNLICENSED EMPLOYEE AGREEMENT

**THIS AGREEMENT** effective as of the <Date> day of <Month, Year>.

BETWEEN:

<**Full Employee Name**>

in the Province of Alberta (hereinafter referred to as the “Employee”)

-And-

<**Brokerage Name**>,

 a corporation incorporated under the Laws of Alberta

(here in after referred to as the “Brokerage”)

<Brokerages should obtain appropriate employment legal advice when utilizing employment agreements.>

1. **Services and Compensation**

The Employee agrees to perform the services described in Schedule A Services <*may include the job description here*>.

The Employee will submit <*weekly/biweekly/monthly*>time sheets for Brokerage review.

Brokerage agrees to pay the Employee the compensation set forth in Schedule B Compensation for the performance of the Services.

1. **Confidentiality**

“*Confidential Information*” means any proprietary information, client information, client lists, software, processes, marketing, finances, or other business information disclosed by the Brokerage either directly or indirectly in writing or orally.

The Employee will not use Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Brokerage or disclose the Confidential Information to any third party. The Confidential Information shall remain the sole property of the Brokerage. The Employee further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

Upon the termination of this Agreement, or upon the Brokerage’s earlier request, the Employee will deliver to the Brokerage all of the property and Confidential Information in tangible form in the Employee’s possession or control.

1. **Ownership**

The Employee agrees that all files, notes, records, client information are the sole property of the Brokerage.

1. **Conflicting Obligations**

The Employee certifies they have no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement and the Employee will not enter into any such conflicting agreement during the term of this Agreement.

1. **Terms and Conditions of Employment**

The Employee agrees to adhere to the Brokerage’s policies and procedures set out in the Brokerage Policy and Procedures Manual, which will form part of the terms and conditions of employment. If the terms and conditions of employment are not included in this Agreement or the Brokerage Policy and Procedures Manual, the Alberta Employment Standards Code will apply.

1. **Term and Termination**

This Agreement will commence on the Effective Date and will continue for <*specify a term*>, or until terminated.

The Employee may terminate this agreement at any time by giving two weeks’ written notice to the Brokerage.

The Brokerage may terminate this agreement with just cause or by providing working notice with pay or pay in lieu of notice under the Alberta Employment Standards Code.

Upon such termination all rights and duties of the parties toward each other shall cease except the Brokerage shall be obligated to pay, all amounts owing to the Employee for Services performed and related expenses, if any, according to the Brokerage Policy and Procedures Manual. Sections 2 (Confidentiality), 3 (Ownership), 4 (Conflicting Obligations) and 5 – 9 (General Provisions) of this Agreement shall survive termination of this Agreement.

1. **Notices**

Any notices given under this Agreement shall be in writing. Notices to be delivered in person. <*or whatever is agreed upon*>

1. **Assignment**

Neither this Agreement nor any rights or obligations under this Agreement may be assigned or transferred by the Employee without the express written consent of the Brokerage

1. **Relationship of the Employee to the Brokerage – Taxes and Related Amounts**

The Employee’s relationship to the Brokerage is that of an employee-employer relationship.

The Employee authorizes the Brokerage to withhold and promptly remit all deductions, payments and contributions required by law for income tax, employment insurance and the Canada/Quebec Pension Plan with respect to this Agreement or to the provision to the Brokerage of the Employee’s services under this Agreement.

1. **Entire Agreement**

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them with respect to the matters in this Agreement.

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Name: The Licensee Name: Broker on behalf of the Brokerage

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Signature: The Licensee Signature: Broker on behalf of the Brokerage

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Broker on behalf of Brokerage

**Schedule A**

**Services**

The Employee will render the following Services exclusively to the Brokerage:

All unlicensed work as assigned by the Brokerage and accepted by the Employee.

Work will include all Condominium Manager related duties always complying with the *Real Estate Act* Rules. <*Brokerages may wish to attach the Job Description or* [*the Information Bulletin Assistants - Condominium Manager Brokerage*](https://www.reca.ca/wp-content/uploads/2021/11/Condominium-Manager-Assistants-Information-Bulletin.pdf) *found on reca.ca*>

**Schedule B**

**Compensation**

<Insert whatever is agreed upon>