



# **ROCKY VIEW SCHOOLS**

## **TERMS OF EMPLOYMENT**

### **SUPPORT EMPLOYEES**

August 27, 2023

Updated: April 2024

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## **PREAMBLE**

The Board of Trustees of the Rocky View Schools values all employees and recognizes that each individual has a role to play in helping to fulfill the mandate of student success. These Terms of Employment for Support Employees are provided in written format and outline the conditions of employment and all aspects of compensation for Rocky View Schools (RVS) employees who are not covered by the Collective Agreement with the Alberta Teachers' Association, and are not Exempt employees as described in Appendix H.

The following Terms of Employment for Support Employees (the Support Terms) are established by the Board of Trustees of Rocky View Schools (the Board) and will be in full force and effect as of the 27th day of August 2023. The Support Terms will continue in full force and effect until amended by the Board or updated by the Superintendent of Schools as described below.

The Superintendent of Schools, or designate, is delegated the authority by the Board to administer the Terms and update the Terms to:

- Change or add a job title/position;
- Adjust placement onto existing salary grids based on formal job evaluations;
- Address required legislated changes; and
- Make corrections.

All updates made by the Superintendent (or designate) will be routinely communicated to all employees and the Board.

Matters relating to the Support Terms can be brought to the attention of the Associate Superintendent of Human Resources (HR) who will review and bring any recommended changes to the Board for consideration.

## **ARTICLE 1 – TYPES OF EMPLOYEES, POSITIONS, AND GENERAL DEFINITIONS**

### **TYPES OF EMPLOYEES**

- 1.1 **Casual Employee** - An employee hired to work on a short term, irregular and as needed basis.
- 1.2 **Continuing Employee (full-time or part-time)** - An employee who is employed without a specified end date in a ten (10) month or twelve (12) month position. Where a Continuing Employee works in a temporary assignment, the employee shall retain their status as a Continuing Employee.
- 1.3 **Continuing Full-Time Employee** - A Continuing Employee who works the prescribed hours outlined in Article 4 – Hours of Work.
- 1.4 **Continuing Part-Time Employee** -- A Continuing Employee that is assigned less than full-time hours of work per day or per week for the employee's position as described in Article 4 – Hours of Work. Assignment of hours may change at the discretion of the Division.
- 1.5 **Temporary Employee** -- An employee hired to work in a position on a temporary basis.
- 1.6 **Term Employee** -- An employee hired to work in a term position.

### **TYPES OF POSITIONS**

- 1.7 **Continuing Position** - A position with no specified end date of employment in either ten (10) months or twelve (12) months of the year.

- 1.8 **Exempt Positions** - Positions listed in Appendix H and others that may be created from time to time. The Exempt Employees occupying these positions are not covered by the Support Terms, except to the extent that those terms are specifically referred to in the exempt contract.
- 1.9 **Surplus Position** - A position that is no longer required.
- 1.10 **Temporary Position** - A position established for a specific period but not more than two (2) calendar years for the purpose of filling:
- a. vacant position; or,
  - b. a position which has become vacant as a result of an employee on leave for a period which is less than one hundred and eighty (180) calendar days
- 1.11 **Term Position** - A position replacing an employee on leave for a specific time period with a predetermined end date which is one hundred and eighty (180) calendar days or greater.

## **GENERAL DEFINITIONS**

- 1.12 **Consecutive weeks** - Means weeks occurring one after the other with no intervening days or weeks and does not mean sequential weeks or cyclical weeks.
- 1.13 **Consecutive days** - Means days occurring one after the other with no intervening days and does not mean sequential days or cyclical days.
- 1.14 **Employment Standards Code** - Employment Standard Code RSA 2000, c E-9 as amended from time to time.
- 1.15 **Extra Time** - Work performed beyond the scheduled hours but less than the number of hours required for overtime (Article 1.20). Extra Time shall be paid at the employee's regular rate of pay or banked as time off in lieu, on an hour-for-hour basis.
- 1.16 **Field of Employment** - Comparable positions within the same Job Group.
- 1.17 **Instructional Days** - Days in the annually prepared school calendar outlined as school days.
- 1.18 **Job Group** - A group of positions that are paid within the same salary range.
- 1.19 **Operational Days** - Days in the annually prepared school calendar outlined as instructional days plus organizational and professional learning days.
- 1.20 **Overtime - Work performed beyond:**
- a. the greater of forty (40) hours per week, or an approved alternate work arrangement; or,
  - b. the greater of eight (8) hours per day, or an approved alternate work arrangement
- All overtime shall be paid at the rate of one and one half (1 & 1/2) times the employee's regular rate of pay or banked as time off in lieu of overtime at one and a half times the overtime hours worked.
- 1.21 **Probationary Period** - A period of ninety (90) calendar days from and including the first day of employment for Continuing Employees. This period shall be used by the supervisor to evaluate

suitability and compatibility for continued employment. This recommendation must be part of an employee's performance review demonstrating performance expectations have been met.

The Probationary Period shall be extended for employees on extended absence or layoff periods exceeding two (2) weeks in duration.

- 1.22 **Promotion** - When an employee is hired to a new position which is at least one Job Group higher. This is not a reclassification of an employee's current position.
- 1.23 **Red Circling** - Means the employee's salary rate is maintained at its current rate notwithstanding that the employee has been reclassified. Red Circling will continue until the rate for the employee's new reclassified position equals or exceeds the current rate of pay, or for a period of one (1) year whichever occurs first (Refer to Article 3.9). The one (1) year period may be extended by the Associate Superintendent of HR.
- 1.24 **Review Period** - A period of one hundred and eighty (180) calendar days from and including the first day of the employee's promotion to a new position in a higher Job Group. The review period shall be extended for layoff periods exceeding two (2) weeks in duration.
- 1.25 **Salary Increment Date** - The date the employee commenced employment in a Continuing Position. A new Salary Increment Date will be set:
- a. to the employee's most recent rehire date, if a break in service exceeds ninety (90) calendar days
  - b. by adjusting it forward by the number of days the employee is away on a leave of absence without pay for more than ninety (90) calendar days
  - c. by adjusting it forward by the number of days an employee is on long term disability (LTD), Workers Compensation Board Direct (WCBD), or parental leave
  - d. to the effective date of a promotion

Maternity leave and layoff period related to emergency situations (e.g., pandemic) shall not affect the employee's Salary Increment Date.

- 1.26 **Seniority Date** - The date the employee commenced employment in a Continuing Position. A new Seniority Date will be set:
- a. at the employee's most recent rehire date if a break in service exceeds ninety (90) calendar days.
  - b. by adjusting it forward by the number of days the employee is on a leave of absence without pay in a support position for more than ninety (90) calendar days.
  - c. Temporary or Term position during the period of September 1, 2006, to September 3, 2008, shall be considered as part of part of an employee's seniority date.

Effective August 18, 2019 - The Seniority Date will not be adjusted for maternity/parental leave, Long Term Disability, Workers Compensation Board (WCB), paid absence over ninety (90) calendar days, or layoff period related to emergency situations (e.g.: pandemic).

- 1.27 **Underfill** - A position placed at a lower paid Job Group for the purpose of professional development (refer to Article 3).

Underfill designations are meant to provide development opportunities for employees requiring additional skill development and/or experience. Underfill situations must be approved in advance by the Associate Superintendent of HR.

1.28 **Vacation Increment Date** - The date the employee commenced employment in a Continuing Position. A new Vacation Increment Date will be set:

- a. to the employee's most recent rehire date, if a break in service exceeds ninety (90) calendar days; or
- b. by adjusting it forward by the number of days the employee is away on a leave of absence without pay for more than ninety (90) calendar days.

Job protected leaves and layoff period related to emergency situations (e.g., pandemic) shall not affect the employee's Vacation Increment Date.

## **ARTICLE 2 – EMPLOYMENT**

### **2.1 Vacancies**

2.1.1 Vacancies for Continuing Positions or Term Positions shall be posted on the Division's website for at least five (5) working days before the competition closing date, except when vacancies are filled pursuant to the provisions of Articles 2.1.3, 3.10, or 14.1.

2.1.2 A Continuing Position that becomes temporarily vacant for longer than **one hundred and twenty (120) calendar days** and is to be filled by a Temporary Employee until the return of the current incumbent will be posted as per Article 2.1.

2.1.3 **Pool Hiring** – At periodic intervals throughout the school year and to expedite staffing needs, vacancies may be filled by a Pool Hiring Process, which would supersede Article 2.1.1.

### **2.2 Promotion & Transfer**

2.2.1 Preference for promotion or consideration for transfer shall be given to applications from Continuing Employees based on qualifications and employees' formal and informal performance review(s). Qualifications shall include all such matters as the Associate Superintendent of HR considers appropriate, including, but not limited to knowledge, skill, ability, training, work experience, length and type of experience, personal suitability, compatibility with other employees and the goals of the Division.

Applications for transfer are usually not considered for employees who have less than one year of Seniority in their present position.

2.2.2 Article 2.2.1 does not affect transfer of any employee to meet the needs of the division.

### **2.3 Requirements of Employment**

2.3.1 Applicants offered a Continuing Position, may be required to undergo a pre-placement medical examination assessing fitness to work, performed by an approved medical provider as determined by the Division. This will ensure the employee is fit to perform the bona fide job requirements as established by the Division.

2.3.2 Employment with the Division is conditional upon the employee providing a Responsible Use Agreement, Confidentiality Agreement, and a Criminal Record Check which includes Vulnerable Sector Check.

- 2.3.3 The Criminal Record Check must be satisfactory to the Division and shall be submitted no later than thirty (30) days after the date of hire. The application for a Criminal Record Check will be at the employee's own cost. Additionally, proof of application for a Criminal Record Check must be provided prior to commencement of employment. If an employee fails to provide the Criminal Record Check within the specified timeline after the date of hire, the employee will be terminated for cause on the thirty-first (31<sup>st</sup>) day following the date of hire, unless the Associate Superintendent of HR agrees to extend the period of time.
- 2.3.4 Employment with the Division is conditional upon the employee providing a valid Social Insurance Number (SIN), within three (3) days after the date of hire. This SIN must be validated by an HR team member in accordance with Canada Revenue Agency requirements.

## **2.4 Termination**

- 2.4.1 An employee's employment may be terminated by the Division by providing the employee with the minimum amount of notice, payment in lieu of notice, or a combination of notice and pay in lieu of notice outlined in the Employment Standards Code. The employee's entitlement to notice, pay in lieu of notice, or combination of notice and pay in lieu of notice on termination shall be limited to, and shall in no circumstances exceed, the minimum notice, pay in lieu of notice, or combination of notice and pay in lieu of notice prescribed in the Employment Standards Code. If an employee is terminated for just cause, no notice or payment in lieu of notice is required.
- 2.4.2 If a Continuing Employee's employment is deemed to have been terminated due to a lay off under s. 63 of the Employment Standards Code, the employee shall be given the minimum notice in writing, or payment in lieu of notice, or a combination of notice and pay in lieu of notice outlined in the Employment Standards Code.
- 2.4.3 To terminate employment (resignation or retirement), an employee shall complete the online form which will be routed to the supervisor to acknowledge and then to the Associate Superintendent of HR. The employee is to provide termination notice of at least:
- a. One (1) week for employment for more than ninety (90) days but less than two (2) years or;
  - b. Two (2) weeks for employment of two (2) years or more.
- 2.4.4 The terms of Article 2.4 and all its sub-Articles shall continue to apply notwithstanding any changes to the terms of the employee's employment, including, but not limited to, the job title, duties, responsibilities, reporting structure, responsibilities, compensation, or benefits.

## **2.5 Lay Off and Scheduled Days Off Without Pay**

- 2.5.1 Employees may be laid off on written notice if a strike or lockout occurs within the Division, or for other appropriate reason including but not limited to shortage of work.
- 2.5.2 Employees listed in Appendix B shall commence employment on the first operational day of the school year or on an earlier date, and will be laid off as of the last operational day of the school year as determined by their supervisor and the Associate Superintendent of HR. When an employee is asked to commence employment prior to the first operational day of the school year or complete their employment beyond the last operational day of the school year, the supervisor shall provide a minimum of 30 days written notice.

- a. The summer lay off period shall be no less than three consecutive weeks in duration.
- b. A record of employment will be electronically transmitted to Service Canada. A copy will be mailed to the employee upon their request. Christmas, February, and Spring break periods are scheduled days off without pay (statutory holidays will be paid as outlined in Article 6.1).

2.5.3 A Caretaker 1 requested to work while temporarily laid off, shall be paid their normal rate of pay.

## **2.6 Surplus Positions**

2.6.1 Surplus positions may occur on a school by school basis. The Division will make a reasonable attempt to place surplus employees the Division wishes to retain.

2.6.2 If an employee does not accept a transfer initiated by the Division, within the period (not less than twenty-four hours) as determined by the Associate Superintendent of HR or designate, declining this transfer will be considered as an act of resignation effective immediately.

2.6.3 Employees who receive severance monies and/or pay in lieu of notice from the Division, as opposed to working notice will not be eligible for rehire unless recommended by the Associate Superintendent of HR and approved by the Superintendent.

## **ARTICLE 3 – SALARY ADMINISTRATION**

3.1 Applicable salary ranges for each Job Group are outlined in Appendix C, D, E, F and G. Additional Allowances / Reimbursement Rates are outlined within Appendix G.

3.2 Employees who work concurrently in more than one position will be paid at the hourly rate of pay for the assigned hours of work in each position.

3.3 Payday for all Support Employees will be either bi-weekly (every second Friday) or monthly (on the 10<sup>th</sup> of each month) based on the position. On each payday, all employees shall receive a statement of earnings showing deductions and adjustments. If a payday falls on a general holiday, the payday shall be adjusted to the last working day preceding the general holiday.

3.4 Employees will be placed within the salary group applicable for positions listed in Appendix A, D, E and F based on their assessment of education and experience, which shall not be subject to dispute or appeal. Placement at a higher salary than Step 2 within Appendices C and D and Step 1 on Appendix E, must be approved by the Associate Superintendent of Human Resources.

Trade employees will be placed at the salary rate of an Apprentice 1<sup>st</sup> period of the applicable position until providing the Division proof of their Certificate of Progress Apprenticeship Program. A Registered Apprentice salary will be paid in accordance with the Alberta Apprenticeship and Industry Training Act, Apprenticeship Program Regulations.

3.5 Employees shall be placed on the next step of the employee's salary range on the Increment Date, unless the Associate Superintendent of HR approves recommendations from the supervisor that the employee's salary remains the same due to performance concerns.

3.6 Employees hired into a new position in a different Job Group than their current position will have their salary adjusted in accordance with Article 3.4 and their salary increment date will change to the start of the new position.



- 3.7 When a position is reclassified to a higher Job Group, the employee shall be placed in the salary range of the new Job Group at their current step and their salary increment date will not change

Example: Position presently at Group C is reclassified to Group D. The employee's current placement is Group C Step 4. The employee is moved to Group D Step 4.

- 3.8 An employee assigned to an Underfill Position for the purpose of professional development shall be placed in a lower Job Group in accordance with the employee's qualifications. Placement on the salary grid will be in accordance to Article 3.4. Once requirements of the position are met, the employee will be placed within the Job Group at the salary range established for the position and in accordance with Article 3.6 and a new salary increment date will be set based on date Human Resources received certificate of completion

The employee's supervisor must conduct a performance review and either recommend removal of the Underfill or request an extension. If the employee does not meet the requirements of the position, they will be returned to a position equivalent to the employee's previous position.

- 3.9 When an employee's position is reclassified to a lower paid Job Group:

- a. The employee's salary shall remain at its current rate, and will continue until the rate for the reclassified position equals or exceeds the current rate of pay, or after a period of one (1) year whichever occurs first, and;
- b. After one (1) year the employee shall be placed on the step of the pay group in which the employee has been reclassified or transferred, closest to that which would provide the employee the same rate of pay as the employee presently earns.

**Example 1:** Employee presently at D/5 (\$29.66) is reclassified to a C position. After one year, Employee is placed at C/5 (\$27.60).

**Example 2:** Employee presently at F/1 (\$28.22) is reclassified to an E position on September 1, 2020.

- On November 1, 2020 Increment Date, the employee moves to E/2 (\$27.56) while continuing to be paid at F/1 (\$28.22).
- One year after being reclassified to a lower Job Group, September 1, 2021, employee will be placed at E/2 (\$27.56).
- On November 1, 2021 employee will receive a salary increment and move to the rate of pay, E/3 (\$28.95).

- 3.10 An employee designated in writing by the Associate Superintendent of HR to be temporarily fulfilling all of the duties in a position in a higher Job Group for a period of more than five (5) consecutive working days, shall be paid on the salary range for the position in the higher Job Group. This adjustment shall be retroactive to the first day of designation.

- 3.11 An employee designated in writing by the Associate Superintendent of HR to be temporarily fulfilling some of the duties in a position in a higher Job Group for a period of more than five (5) consecutive working days, shall be paid an allowance of up to \$3.00 per hour based on the degree of difficulty of the duties as determined by the Associate Superintendent of HR. This adjustment shall be retroactive to the first day of designation.

- 3.12 Where the Division pays the cost of a professional learning course or registration requested by the employee, and the attendance occurs outside scheduled work hours, the employee shall not receive

additional compensation. When the attendance occurs during scheduled work hours, the employee shall be compensated according to their regular work schedule.

## **ARTICLE 4 – HOURS OF WORK**

### **4.1 Cosmetologist Technician, Learning Assistant**

- a. The normal working hours for full-time employees in the positions listed in Article 4.1 is thirty (30) hours per week;
- b. Employees shall be provided a minimum of thirty (30) minutes rest break without pay for each shift greater than five (5) hours of work.
- c. Employees who are approved to work through the rest break will be compensated at their regular rate of pay

### **4.2 Addictions and Mental Health Worker, Administrative Assistant II - School, Administrative Assistant III - School, Business Manager -School, Career Centre Advisor, Child Development Advisor, Community and Youth Outreach Worker, Educational Interpreter – ASL, Family School Liaison Worker, Indigenous Connector, Indigenous Cultural Liaison, Journeyman Chef, Learning Coordinator, Learning Commons Facilitator, Occupational Therapist, Physical Therapist, Positive Behaviour Coach, Psychologist, Receptionist – School, School Technologist, Speech Language Pathologist, Substitute System Facilitator,**

- a. The normal working hours for full-time employees in the positions listed in Article 4.2 is thirty-five (35) hours per week
- b. Employees shall be provided a minimum of thirty (30) minutes rest break without pay for each shift greater than five (5) hours of work.
- c. Employees who are approved to work through the rest break will be compensated at their regular rate of pay

### **4.3 Education Centre Employees**

- a. The normal working hours for continuing full-time Education Centre (EC) employees, except those positions in Articles 4.1, 4.2, 4.4, 4.5 and 4.6, Asset/Warehouse Coordinator and Truck Driver shall be seven (7) hours and twenty (20) minutes per day, five (5) days per week; exclusive of a one (1) hour rest break without pay within the core hours of the Education Centre
- b. The normal working hours for continuing full-time Asset/Warehouse Coordinator and Truck Driver, shall be eight (8) hours and twenty-three (23) minutes per day, five (5) days per week, exclusive of a minimum one-half (1/2) hour rest break without pay within every five (5) hours consecutive hours of work;
- c. Effective September 1, 2017, the twenty (20) or twenty-three (23) minutes worked by these employees, in addition to the seven (7) or eight (8) regular hours worked per day, result in the employees earning eleven (11) earned days off with pay during each twelve (12) month period. For the purpose of this Article, each period shall commence September 1<sup>st</sup>. Earned days do not apply to part-time EC employees and those positions in Article 4.4, and 4.5;
- d. Earned days shall not be accumulated during the period an employee is accessing either sick leave over ten (10) consecutive working days or a leave of absence over ten (10) consecutive working days. Any adjustment to the calculation of earned days off is retroactive to the first day of absence. Employees who resign or retire shall be paid for unused earned days, and shall not be permitted to extend the period of their employment through the scheduling of unused earned days;

- e. Employees on modified hours due to medical reasons will not accumulate earned time;
- f. Three (3) of the earned days off with pay must be taken during the designated Christmas break (Refer to Appendix I – Determination of Earned Days over Christmas Break). Employees working part-time must take three (3) days off during the designated Christmas break, and will have the option to take either vacation days or unpaid leave during Christmas break. In the absence of a selection by the part-time employee, the days off will be recorded as vacation days;
- g. The balance of the earned days off with pay may be taken at any time during the school calendar year subject to permission being received from the employee's supervisor;
- h. Earned days off with pay may not be carried over to the next school year unless the Associate Superintendent of HR permits some amount of carry over if it is determined that the employee was unable to take earned days off due to circumstances beyond the employee's control, such as sick leave;
- i. Employees may be allowed one (1) fifteen (15) minute break with pay for each one-half (1/2) day worked (minimum three (3) consecutive hours). If an employee chooses not to take these breaks, no additional pay or time off in lieu shall be granted;
- j. The provisions of Article 4.3 may be amended to make alternate work arrangements as approved by the Associate Superintendent of HR and shall be reviewed annually

#### **4.4. Caretaking Employees**

- a. The normal working hours for full time Head Building Operators, Building Operators, Building Operations Assessors, Caretaker I, Caretaker II – 10 Months, and Caretaker II – 12 Months are forty (40) hours per week.
- b. Employees shall be provided a minimum of thirty (30) minutes rest break without pay for each shift greater than five (5) hours of work.
- c. The hours of work for caretakers shall be as assigned by the Senior Manager of Caretaking in conjunction with the Head Building Operator.

#### **4.5. Maintenance Department Employees Except Office Administrative Employees**

The approved alternate work schedule for Maintenance Department employees, with exception of the Office Administrative employees, shall alternate weekly between forty-four (44) and thirty-six (36) hours per week. The daily hours of work, Monday to Thursday inclusive, shall be from 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 5:00 p.m., and for every second Friday from 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m., unless otherwise designated.

#### **4.6. Success Coaches – 10 and 12 Month**

- a. The normal working hours for a full time 10-Month Success Coach is thirty-five (35) hours per week
- b. The normal working hours for a full time 12-Month Success Coach is thirty-eight (38) hours per week
- c. Employees shall be provided a minimum of thirty (30) minutes rest break without pay for each shift greater than five (5) hours of work.
- d. Hours of work will be reviewed annually based on the criteria set from the program funding

#### **4.7. Paid Rest Periods**

- a. An employee working a daily schedule three (3) hours or less shall not be provided a fifteen (15) minute paid break

- b. An employee working a daily schedule of greater than three (3) hours and up to six and one half (6 1/2) hours will be provided one fifteen (15) minute paid break.
- c. An employee working a daily schedule greater than six and one half (6 1/2) hours will be provided two fifteen (15) minute paid break.
- d. Supervisors must make every effort to facilitate break periods. In circumstances where an employee may not be able to take their scheduled rest period, no additional pay shall be granted.

## **ARTICLE 5 – EXTRA TIME AND OVERTIME**

- 5.1 Extra time and overtime requires **preapproval** from the employee’s applicable principal, or supervisor.
- 5.2 **Extra time** shall be defined as work performed beyond the designated working hours but less than the number of hours required for overtime, and shall be paid at the employee’s regular rate of pay, unless the employee requests the time to be banked as time in lieu as per Article 5.6.
- 5.3 **Overtime** shall be defined as work performed beyond:
  - a. the greater of forty (40) hours per week unless the employee works in an alternate schedule
  - b. the greater of eight (8) hours per day unless the employee works in an alternate schedule

All overtime shall be paid at the rate of one and one half (1 1/2) times the employee’s regular rate of pay, unless the employee requests the time to be banked as time in lieu as per Article 5.6.

- 5.4 If an employee is called into work in which travel is required after the employee has left their work location following their regular shift, the employee shall be paid a minimum of three (3) hours additional pay as outlined in Article 5.2 and/or 5.3, unless the employee requests the time to be banked as time in lieu as per Article 5.6;
- 5.5 Ten (10) month and twelve (12) month employees will be paid extra time and overtime at the end of the pay period it was earned unless the employee requests the time to be banked as time in lieu as per Article 5.6.

### **5.6 Banked Time / Time in Lieu of Extra Time or Overtime**

- 5.6.1 Employees who have executed the Extra Time/ Overtime Agreement may take time off with pay instead of being paid Extra Time or Overtime in accordance with the terms of the Extra Time/ Overtime Agreement.

#### **5.6.2 Additional Guidelines:**

- 1. Subject to the agreement of the employee, Rocky View Schools (RVS) agrees to providing the employee with time off with pay in place of pay for Overtime or Extra Time as follows:
  - a. For Extra Time, which is work performed beyond the designated working hours but less than the number of hours required for overtime (8 hours/day or 40 hours/week unless the employee works in an approved alternate schedule). Extra Time shall be banked on an hour-for-hour basis.

- b. For Overtime, which is work performed beyond 8 hours/day or 40 hours/week (unless the employee works in an approved alternate schedule). Overtime shall be banked at one and half times the hours worked.

Unused banked time, whether accumulated at an hour-for-hour basis for Extra time or at one and a half times the hours worked for Overtime, will be paid out at the employee's regular rate of pay.

2. Subject to item 8 and 9 of the agreement, the period in which Extra Time and Overtime may be banked and taken each year will be between:
  - a. for 10 month employees – within the school calendar year; or
  - b. for 12 month employees – September 1 of the current year to August 31 of the following year.
3. Banked time can be accrued to a maximum of five (5) full working days based on the employee's regular weekly hours.
4. When banked time is used by the employee to take paid time off, the time off will be paid at the employee's regular rate of pay.
5. Banked time paid to the employee shall be treated as wages and will be subject to reductions due to statutory withholdings.
6. The employee's supervisor must approve when banked time is used to take paid time off. The paid time off must be at a time when the employee would have been regularly scheduled to work.
7. An employee may request that RVS pay out the Employee's accrued banked Extra Time and Overtime. Upon receipt of a request by the employee, RVS will pay the employee's banked time, at the employee's regular pay rate as provided above, on the employee's next pay period.
8. If an employee has outstanding banked time by:
  - a. June 30<sup>th</sup> of each year for 10 month employees, it will be paid out on the last pay period of the school year; or
  - b. August 31<sup>st</sup> of each year for 12 month employees, it will be paid out on the August 31<sup>st</sup> pay period.
9. If an employee goes on a leave for more than 60 calendar days, unused banked time will be paid out at the start of the employee's leave.
10. A 12-month employee, prior to August 31 of the period for which the banked time has been earned, may carry over up to five (5) banked days beyond August 31, if the request is approved by the employee's department Associate Superintendent.
11. If the employee is terminated or resigns, unused banked time will be paid out as part of the employee's last pay.
12. An employee cannot use banked time to extend the period of their employment.

13. This Agreement cannot be amended or cancelled unless at least one (1) month written notice is provided

## ARTICLE 6 – GENERAL HOLIDAYS

6.1 All employees shall be eligible for the following listed general holidays, provided the employee works their last scheduled shift prior to and after the general holiday, unless otherwise agreed with the supervisor:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday \*  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

If any of the above days fall on a day that is normally a non-working day (Saturday or Sunday), a day in lieu will be granted to the employee on a date at the discretion of the Division.

\* Not applicable to ten (10) month employees.

6.2 Employees will be paid general holiday pay in accordance with Employment Standards.

## ARTICLE 7 – VACATIONS

### Vacation Eligibility

7.1 During the period from the date of hire to the subsequent August 31, Continuing Employees, and Term Employees, except those employees in a position listed in Appendix B, shall earn one and one-quarter (1 1/4) days of vacation with pay for every full month worked to a maximum of fifteen (15) days. An employee who works less than a full month shall have their vacation calculated by determining days worked divided by total working days in the month, multiplied by 1.25.

7.2 Subsequent vacations with pay for Continuing Employees, except those employees in a position listed in Appendix B, for each year commencing September 1 and ending on the following August 31, shall be earned upon the completion of one (1) full year of continuous service (based on the employee's Vacation Increment Date), according to the following schedule:

- **During the period from September 1<sup>st</sup> after date of hire until the completion of eight (8) years of service from Vacation Increment Date employees are entitled to**  
Fifteen (15) working days of vacation per year
- **After the completion of eight (8) full years of service from Vacation Increment Date employees are entitled to**  
Twenty (20) working days of vacation per year

- **After the completion of sixteen (16) full years of service from Vacation Increment Date employees are entitled to**  
Twenty-five (25) working days of vacation per year
- **After the completion of twenty-four (24) full years of service from Vacation Increment Date employees are entitled to**  
Thirty (30) working days of vacation per year

Example: An employee completing eight (8) full years of service from Vacation Increment date on April 30 would be entitled to 8/12 (September 1 to April 30 – 8 months) of fifteen (15) days plus 4/12 (May 1 to August 31 – 4 months) of twenty (20) days, for a total 16.67 days of vacation.

### **Vacation Payout Schedules**

- 7.3 A Continuing Employee whose position is listed in Appendix B shall be entitled to vacation pay calculated on the following basis:
- a. Six (6) percent of the employee's earnings if the employee has eight or fewer years of service from their Vacation Increment Date
  - b. Eight (8) percent of the employee's earnings if the employee has over eight (8) full years of service from their Vacation Increment Date
  - c. Ten (10) percent of the employee's earnings if the employee has over sixteen (16) full years of service from their Vacation Increment Date
  - d. Twelve (12) percent of the employee's earnings if the employee has over twenty-four (24) full years of service from their Vacation Increment Date
- 7.4 Temporary Employees shall be paid vacation pay calculated on the basis of six (6) percent of their earnings.
- 7.5 Temporary Employees hired prior to September 1, 2020, with over eight (8) years of continuous service shall be paid vacation pay calculated on the basis of eight (8) percent of their earnings.
- 7.6 Casual Employees shall be paid vacation pay calculated on the basis of six (6) percent of their earnings.
- 7.7 Vacation pay earned by employees whose position is listed in Appendix B will be paid out on each pay.

### **Special Considerations**

- 7.8 Employees listed in Appendix B who transfer to a position entitled to vacation as outlined in Article 7.1., may, upon request, opt for the provisions of Article 7.1 if payment has not been made under the provisions of Article 7.2.
- 7.9 Vacations shall be assigned by the Division based **firstly**, upon the continued efficient operational needs of the Division, and **secondly**, the wishes of the employee.
- 7.10 An employee, prior to August 31 of the period for which the vacation has been earned, may defer up to five (5) vacation days until the following year calculated from September 1 to August 31 next following, if the request is approved by the employee's supervisor. The Associate Superintendent of HR may authorize the deferment of more than five (5) vacation days if exceptional circumstances

warrant. Any deferred vacation not used by August 31 of the period to which the vacation is deferred shall be paid out at the salary rate in effect at the time the vacation was earned.

- 7.11 The annual vacation entitlement of an employee granted a leave of absence without pay for a period exceeding ten (10) consecutive working days, shall be adjusted to reflect such absence.
- 7.12 While on annual vacation, an employee is entitled to the provisions of compassionate leave.
- 7.13 Employees who resign or retire shall be paid out accumulated earned time and vacation benefits prorated from September 1<sup>st</sup> of the current school year to the date of resignation or retirement. The employee shall not be permitted to extend the period of their employment through the scheduling of unused earned time and vacation benefits. Any unused earned time and vacation entitlement will be paid out on their last pay.

Unused banked extra time and overtime will be paid out as part of the employee's last pay. An employee cannot use banked time to extend the period of their employment through scheduled banked time off.

## **ARTICLE 8 – SICK LEAVE**

- 8.1 For each scheduled workday a Continuing Employee is unable to work due to illness or injury, an employee's full salary, excluding non-scheduled overtime pay, will be continued for up to 90 calendar days. After 90 calendar days employees are eligible to apply for Long Term Disability which is 70% of an employee's pre-disability monthly earnings.

Payment of Division contributions to the benefit plans set forth under Article 11 shall be granted to all Continuing Employees for the purpose of the employee obtaining necessary treatment from a medical or dental practitioner, on account of injury, illness, or disability. Sick leave shall not be granted to employees while on lay-off or when on a leave of absence under Article 10.

Where possible, employees will make every effort to schedule appointments with healthcare providers outside of their scheduled work hours. If scheduling such appointments outside of scheduled work hours is not possible, employees will make every effort to limit their absence for such appointments to no more than one half day. The Division may require an employee to provide a certificate from a medical physician licensed in Canada for the purpose of an employee receiving medical or dental treatment.

Benefits are not paid when an employee has plastic surgery solely for cosmetic purposes, except when the need for such surgery is attributable to an illness or injury. Cosmetic surgery that is required due to, or resulting from, an illness or injury cannot have any additional conditions or time limits imposed for the performance of such an intervention.

For pregnancy-related disabilities, employees on a maternity leave of absence, except employees temporarily laid off under Article 2.5, shall accept Supplemental employment Benefits as outlined in Article 9.6. Subject to the provision of medical proof of such pregnancy-related disability. Employees are eligible for sick leave outside the period of time that Supplemental employment Benefits are available for a secondary disability, unless the employee becomes eligible for LTD Benefits at which time sick leave shall be suspended.



Pregnancy-related disability means a medical condition arising during the pre-delivery, childbirth or recovery from childbirth that renders an employee medically disabled and unable to perform their duties.

- 8.2 A Continuing Employee who has been absent for reasons referred to in Article 8.1, shall, upon return to full-time duty, be entitled to an additional sick leave benefit except as outlined in Articles 8.3 and 8.4.
- 8.3 If an employee returns to their regular work and did not access Long Term Disability benefits, and have the same related disability occur 30 calendar days or less after their return, it will be considered a continuation of the previous period of disability. Payments from the sick leave plan will take into account the first period of absence for the purpose of determining the duration of benefits payable.
- 8.4 If an employee returns to work after receiving LTD benefits, and within six (6) months is unable to work as a result of causes in whole or in part related to the prior disability, the employee will be eligible to apply for LTD benefits without having to satisfy the qualifying period and thus would not be eligible for sick leave.
- 8.5 Before any payment is made under the foregoing provisions, the employee must submit a record of any absences outlined in Article 8.1. Human Resources may require employees to submit a medical certificate, in a form approved by RVS, from a qualified medical or dental practitioner for absences of more than three (3) consecutive working days (or less provided the employee is informed of this requirement before their return to work) as a pre-condition of returning to work.
- 8.6 The Division may require an employee to submit at any time to a medical examination by a qualified medical practitioner. The expense of the medical examination will be borne by the Division.
- 8.7 An employee injured in remunerative employment, other than Division employment, and covered by Workers Compensation, shall not be entitled to any benefit outlined under Article 8.
- 8.8 When an employee is eligible for LTD benefits, the provision for sick leave shall be suspended and no further salary shall be paid.
- 8.9 When an employee has been approved for LTD benefits, the vacant position may be posted and filled.
- 8.10 As a pre-condition of an employee's return to work, the Associate Superintendent of HR must receive a medical certificate verifying the employee is fit to return to work in cases of absence due to LTD or is required by the Associate Superintendent of HR for sick leave absences greater than thirty (30) calendar days.
- 8.11 Upon confirmation the employee is fit to return to work following an absence during which the employee received LTD benefits, the employee shall be returned to a comparable position within the Division.
- 8.12 When an employee leaves the employment of the Division, sick leave benefits and all other benefits contained under these terms of employment are cancelled and shall not be recoverable in any way, monetarily or otherwise.

8.13 Temporary, Casual, or Term Employees are not eligible for the sick leave provisions outlined in these articles.

8.14 An employee who has been approved for WCB payments and is entitled to sick leave benefits, will be paid by the Division for the duration of the sick leave period. After the sick leave period, WCB payments will be sent directly to the employee.

Any accumulated vacation, earned days and time in lieu will be paid out at the end of the sick leave period.

An employee not entitled to Division benefits will receive payments directly from WCB. Any accumulated vacation earned days and time in lieu will be paid out.

8.15 When an employee returns to work on modified duties for less than full time hours, the employee will not be eligible for earned time. After the sick leave period and modified work for less than full time hours, vacation time will be pro-rated based on the hours worked.

8.16 Any accumulated vacation, earned days, and time in lieu will be paid out at the end of the sick leave period.

## **ARTICLE 9 – MATERNITY, PARENTAL, & ADOPTION LEAVES**

### **9.1 Definitions**

In this Article:

- a. **Date of delivery** means the date when the pregnancy of an employee terminates with the birth of a child or when the pregnancy otherwise terminates.
- b. **Medical Certificate** for the purpose of this article is a written statement containing the signature of a physician.

### **9.2 Entitlement to Maternity Leave**

- a. A pregnant employee, who has been employed by the Division for a continuous period of at least 90 days, is entitled to maternity leave without pay as outlined below. Any employer paid benefits in place prior to the start of the leave will continue during the Maternity Leave on the same cost sharing basis. A pregnant employee may be eligible for *The Supplemental Employment Benefit (SEB) Plan* as outlined in Article 9.6.
- b. A pregnant employee referred to above is entitled to a maternity leave of:
  - i. A period not exceeding sixteen (16) weeks commencing no sooner than thirteen (13) weeks prior to the estimated date of delivery; and,
  - ii. If the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.
- d. Subject to Article 9.4 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

### **9.3 Notice of Maternity Leave**

A pregnant employee shall provide the Associate Superintendent of HR at least six (6) weeks' notice in writing of the planned date of commencement of maternity leave and, shall provide a medical certificate certifying pregnancy and the estimated date of delivery.

#### 9.4 **Shortening Maternity Leave**

An employee, with the agreement of the Associate Superintendent of HR, may shorten the duration of the six (6) week period following the date of delivery by providing the Associate Superintendent of HR, with a medical certificate, signed by a physician, indicating resumption of work will not endanger the employee's health.

#### 9.5 **No Notice of Maternity Leave**

An employee who fails to comply with Article 9.3 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 9.2 if the employee provides the Associate Superintendent of HR with a medical certificate signed by a physician within two (2) weeks after the employee ceases to work. The medical certificate must:

- a. Indicate the employee is not able to work by reason of a medical condition arising from pregnancy; and,
- b. Gives the estimated date of delivery or the day of delivery.

#### 9.6 **Supplemental Employment Benefit (SEB) Plan**

- a. The Division has implemented a Supplemental Employment Benefit (SEB) Plan, which shall be accessed by the employee, during the post-delivery period. Subject to Article 9.6 b. the SEB Plan provides an employee on maternity leave with one hundred percent (100%) of their normal weekly earnings during the eight (8) weeks beginning on the day following the date of delivery. Employees who are temporarily laid off under Article 2.5 are not eligible to access the SEB Plan during the lay-off period.
- b. To the extent the employee has sick leave days available, the SEB Plan will be paid for that number of days to a maximum of eight (8) weeks beginning on the day following the date of delivery provided the employee qualifies for Employment Insurance benefits. The employee shall apply for Long Term Disability Benefits as soon as they are able to do so and shall receive Long Term Disability payments as soon as they are entitled. The SEB Plan payment shall cease on the earlier of the end of eight (8) weeks of payments or the employee being entitled to receive Long Term Disability payments.
- c. For the duration of the maternity leave, the Division shall continue to pay its portion of the employee's benefit plan premiums specified in Article 11.

#### 9.7 **Parental / Adoption Leave**

- a. The Division shall grant parental leave to an employee in the following circumstances:
  - i. In the case of an employee entitled to maternity leave, a period of not more than sixty-two (62) weeks immediately following the last day of the employee's maternity leave; or
  - ii. In the case of a parent who has been employed by the Division for at least ninety (90) days, a period of not more than sixty-two (62) weeks within seventy-eight weeks (78) weeks after the child's birth; or
  - iii. In the case of an adoptive parent whom the Division has employed for at least ninety (90) days, a period of not more than sixty-two (62) weeks within seventy-eight weeks (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- b. If both parents are Division employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Division is not required to grant

parental leave to both parents at the same time. The sixty-two (62) weeks allowed is the maximum time available to be taken by one parent or shared between both parents.

- c. Within the first 52 weeks of the child's birth/adoption placement, any employer paid benefits in place prior to the start of your Parental / Adoption Leave will continue for up to 36 weeks on the same cost sharing basis.

#### **9.8 Earned Time and Vacation Days**

Employees on maternity or parental leave will be paid out their earned time and unused vacation entitlement prorated from September 1<sup>st</sup> of the current school year to the date at which the leave commences. Any unused earned time and vacation entitlement will be paid at the start of the leave.

Unused banked time will be paid out as part of the employee's last pay.

#### **9.9 Notice of Parental & Adoptive Leave**

An employee must give the Associate Superintendent of HR at least six (6) weeks' notice of the date the employee will start parental leave, unless:

- a. The medical condition of the birth mother or child makes it impossible to comply with this requirement; or,
- b. The date of the child's placement with the adoptive parent was not foreseeable.

In the case of the adoptive leave, if the employee is unable to provide at least six (6) weeks' notice, the employee shall give notice to the Associate Superintendent of HR forthwith after receiving notice of the adoption.

#### **9.10 Prohibition against Termination of Employment**

The Division will follow the normal lay-off procedures for those employees who are temporarily laid off pursuant to the provisions of Article 2.5 as a result of the suspension in part of the business operations of the Division notwithstanding that the employee:

- a. Has commenced maternity leave or parental leave; or,
- b. Is entitled to, or has commenced, adoption leave under this Article.

#### **9.11 Other than as outlined in Article 9.10 the Division shall not lay off an employee who:**

- a. Has commenced maternity leave or parental leave; or,
- b. Is entitled to, or has commenced, adoption leave under this Article.

#### **9.12 Notice of Resumption of Employment**

Resumption of employment by an employee who wishes to resume working on the expiration of maternity leave or parental leave shall be governed by the provisions of Section 53 of the Employment Standards Code which includes a requirement the employee provide the Associate Superintendent of HR at least four (4) weeks' notice in writing before the end of the parental leave or maternity leave stating the day on which the employee intends to resume working and the Division shall:

- a. Reinstatement of the employee in the position occupied when the maternity leave or parental leave commenced; or,
- b. Provide the employee with alternate work of a comparable nature, not less than the same wages, entitlements and other benefits that had accrued for the employee on the date that maternity leave or parental leave commenced.

**9.13 Notice of Termination of Employment**

An employee who does not wish to resume employment on the expiration of parental leave under this Article shall give the Division at least four (4) week’s written notice of the employee’s intent to terminate employment.

If an employee fails to provide notice of resumption of employment, or fails to report to work on the day the employee advises they will resume work after their leave ends, the Division is under no obligation to reinstate the employee unless there is an unforeseen or unpreventable circumstance.

**ARTICLE 10 – GENERAL LEAVE OF ABSENCE**

- 10.1 A leave of absence without pay, not exceeding five (5) working days at any one time, may be granted by a principal or supervisor provided the work requirements of the school or department involved can accommodate such a leave being granted.
- 10.2 Leaves of absence with pay and with Division contributions to the benefit plan premiums or leaves of absence without pay for greater than five (5) working days and with or without Division contributions to the benefit plan premiums, may be granted by the Associate Superintendent of HR after consultation with the employee’s supervisor.

A leave of absence granted without pay for more than sixty (60) calendar days shall be without Division contributions to the benefit plan premiums. Refer to Article 11.7 for further details.

- 10.3. A temporary leave of absence with pay shall be granted whenever an employee is absent:
  - a. For not more than one (1) day to attend convocation ceremonies at a fire, police or designated post-secondary institution, or to attend high school graduation, if the graduation is held during the school day, at which their child or spouse is graduating from.
  - b. For one (1) day necessary to write each examination in an academic or professional course at an accredited post-secondary institution
  - c. For up to two (2) working days for the spouse/partner on the occasion of the birth or adoption of their child/children.
  - d. Because of impassable roads, which will apply when the road(s) from an employee’s normal residence to place of work is(are) temporarily closed by municipal or provincial authorities, or where a reasonable effort has been made to travel to work using an alternate open route. Where road(s) is(are) reopened or become passable during the workday, the employee is expected to attend their place of work if they are able to do so and arrive prior to the last two (2) hours of their normal hours of work, unless clause 10.3.f applies.
  - e. When location of employment is closed due to inclement weather, health reasons or physical plant breakdown, employees shall not be required to attend the affected location(s);
  - f. When the Division temporarily closes a facility, the Head Building Operator is the designated employee who is required to work. The designated employee shall receive overtime for time worked and regular salary for the balance of the employee’s scheduled hours for that day.

If a supervisor directs an employee to attend when a facility is temporary closed for operational needs, they shall be paid as a designated employee. If an employee chooses to attend on this day, they shall not receive additional compensation.

g. For jury selection, jury duty or witnesses subpoenaed to attend court proceedings.

10.4 When an employee is granted a Leave of Absence for more than 60 calendar days, earned time and unused vacation entitlement prorated from September 1<sup>st</sup> of the current school year to the date the employee starts the leave, may be paid out prior to the leave commencing.

Unused banked time will be paid out as part of the employee's last pay.

### 10.5 Bereavement and Critical Illness – Paid Leaves

A leave of absence with pay shall be granted to:

- Continuing Employees; and
- Temporary Maintenance Workers, who have been employed at least ninety (90) calendar days

a. For not more than four (4) working days because of the death of the employee's:

Spouse	Grandparent
Adult Interdependent Partner	Grandparent of spouse
Child	Brother of spouse
Brother	Brother-in-law
Sister-in-law	Sister of spouse
Sister	Son-in-law
Parent	Daughter-in-law
Parent of spouse	Grandchild

Approval of each request shall rest with the Associate Superintendent of HR.

One (1) additional day for necessary travel may be granted, subject to the approval of the Associate Superintendent of HR.

The leave under this provision must be taken within thirty (30) days of the death unless otherwise agreed by the Associate Superintendent of HR.

b. For not more than four (4) working days because of and during critical illness (defined as an illness that is life threatening or likely to cause the imminent death) of the employee's:

Spouse	Adult Interdependent Partner
Child	Brother
Sister	Parent
Parent of spouse	

Critical illness leave can only be accessed by an employee once for each critically ill individual. Critical illness leave cannot be used multiple times to care for the same critically ill individual. Approval of each request shall be at the discretion of the Associate Superintendent of HR.

One (1) additional day for necessary travel may be granted, subject to the approval of the Associate Superintendent of HR.

c. For not more than one (1) working day because of and during critical illness (defined as an illness that is life threatening or likely to cause imminent death) of the employee's:

Grandparent  
Brother of spouse  
Son-in-law  
Grandchild

Grandparent of spouse  
Sister of spouse  
Daughter-in-law

- d. For not more than one (1) day because of the death of the employee's  
Each aunt or uncle - means a sister or brother of the employee's mother or father  
Sister of the employee's spouse's mother or father  
Brother of the employee's spouse's mother or father  
Close friend - The definition of "close friend" does not preclude kin or an employee of RVS

The leave under this provision must be taken within thirty (30) days of the death unless otherwise agreed by the Associate Superintendent of HR.

#### 10.6 **Other Unpaid Job Protected Leaves**

All job protected unpaid leaves will at a minimum meet Employment Standards. These leaves are described in Divisions 7.1 to and including 7.6 of the Employment Standards Code (Please refer to Alberta Employment Standards for more information).

Should the employee wish to request an additional leave of absence, refer to the provisions in Article 10.1 or 10.2 of this agreement.

### **ARTICLE 11 - BENEFIT PLANS**

- 11.1 Participation in the Flex Benefit Plan shall be a condition of employment for all Continuing Employees or Term Employees working seventeen and one-half (17 & 1/2) hours per week or more. Please refer to the Rocky View Schools' website.
- 11.2 Temporary and Casual Employees shall not be eligible to participate in the Flex Benefit Plan as described in this Article.
- 11.3 Employees eligible for benefits and who work a ten (10) month schedule, shall have their benefit costs prorated over the number of months worked prior to the commencement of their summer layoff period.
- 11.4 The Division contribution to benefit premiums for those employees working less than full-time hours shall be limited to the ratio of hours worked by the employee to normal working hours for a full-time employee in the same classification. Flex credits can be used to cover the employee's portion of the benefit premiums.
- 11.5 **Group Insurance**

The Division shall make available the following Group Insurance Plans:

Long Term Disability  
Life Insurance  
Accidental Death and Dismemberment  
Dental  
Extended Health Care

Additional employee paid benefits, which may include family coverage are available, such as:  
Optional life insurance  
Voluntary Accidental Death and Dismemberment  
Critical Illness Insurance  
Vision care

11.6 Long Term Disability coverage ends at age 65, life insurance coverage ends at age 70, and Accidental Death and Dismemberment coverage ends at age 70.

11.7 An employee granted a leave of absence without pay for more than sixty (60) calendar days shall not be eligible for the Division contribution to the benefit plan premiums set forth in this Article. However, provided the employee prepays the full cost of the benefit plan premiums including the Division's portion, the employee may continue coverage of all benefits except Long Term Disability insurance which can only be extended to the end of the month following the month in which the leave commences. A written application for continuation of the benefit plans and payment arrangements must be made prior to commencement of the leave. See Article 9.6.c., regarding employer paid benefits while on maternity leave.

#### 11.8 **Flexible Credits**

The Division shall contribute to eligible employees identified in Article 11.1 an amount equal to three hundred dollars (\$300.00), plus 1% of each eligible employee's annual employment earnings during each fiscal year (September 1 to August 31). The Division shall also contribute an additional three hundred fifty dollars (\$350.00) per annum prorated based on FTE and start of service as determined by the Division.

11.9 Employees receiving WCB payments, Long Term Disability payments or on any leave of absence for greater than sixty (60) calendar days should contact RVS Benefits at [benefits@rockyview.ab.ca](mailto:benefits@rockyview.ab.ca) for additional information regarding Flex Credit allocation.

#### 11.10 **E.I. Premium Reduction**

Payments made toward the benefit plans premiums outlined in this Article shall permit the Division to retain and not pass on to employees any reduction in premiums otherwise required by the Employment Insurance Commission regulations.

### **ARTICLE 12 – PENSION PLAN**

12.1 All Continuing Employees whose continuing assignment is thirty (30) or more hours per week shall become and remain members of the Local Authorities Pension Plan (LAPP), unless excluded by the conditions of the Plan. The Division and the employee shall continue contributions toward the Local Authorities Plan at all times according to the Local Authorities Pension Plan Act.

12.2 An employee who is presently participating in the Local Authorities Pension Plan, and has their continuing assigned hours of employment with the Division reduced to less than thirty (30) hours per week, but is still twenty (20) hours per week or more, shall continue to participate in the Local Authorities Pension Plan. Qualifying hours as used in this article are all regularly assigned hours of employment with the Division.

12.3 Continuing Employees currently participating in Local Authorities Pension Plan, who are temporarily assigned additional hours, will only be eligible for LAPP in their continuing assignment.



12.4 Temporary, Term and Casual employees shall not be eligible to participate in the Local Authorities Pension Plan.

### **ARTICLE 13 – VEHICLE ALLOWANCE**

13.1 A vehicle allowance at the rate established by the Division shall be paid to each employee designated by the Division to use the employee's personal vehicle as a means of transportation, in lieu of reimbursement of mileage.

### **ARTICLE 14 – DIVISION RIGHTS**

14.1 Employees shall recognize the rights of the Division to operate and manage its schools according to its commitments and responsibilities, and to make and revise the rules and regulations to be observed by its employees.

14.2 The Division shall, in addition to the rights specifically referred to herein regarding layoff and termination have all residual rights of management limited only by the specific wording of the provisions herein.

### **ARTICLE 15 – DISCRIMINATION**

15.1 The Division does not tolerate discrimination as defined in the Alberta Human Rights Act.

### **ARTICLE 16 – APPEAL PROCESS**

16.1 An employee may appeal any matter outlined in these Terms of Employment, except termination of employment, Job Group placement, salary grid placement under Article 3.4, and rates of pay.

16.2 Appeals related to all other matters shall follow this appeal process:

- a. The appeal shall outline the reasons for the appeal in writing and shall be submitted to the Associate Superintendent of HR within ten (10) calendar days of the date of the incident causing the appeal;
- b. The Associate Superintendent of HR shall attempt to respond in writing to the employee's appeal within thirty (30) calendar days of receipt of the appeal and that decision is final and binding. Failure of the Associate Superintendent to respond within the mentioned time shall not invalidate the decision of the Associate Superintendent whenever it is rendered.

### **ARTICLE 17 – SUBROGATION**

#### **17.1 Definitions**

In this article:

- a. **Cost of Absence** means the total remuneration paid by the Division during a period when the employee was absent from work;
- c. **Interest** means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto;
- d. **Judgement or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the employee agrees to accept any sum of money representing past or future loss of

remuneration, either by lump sum, periodic payment(s), and/or through the purchase of an annuity;

- e. **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the employee by the Division; and
- f. **Employee** means an employee in respect of whom the Division has incurred a cost of absence and includes the employee's personal representative, trustee, guardian, or the estate of the deceased employee.

17.2 In the event the Division incurs a cost of absence as a result of an act or omission of a third party, the Division is subrogated to any right of recovery of the employee from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a. The employee shall advise the Division in advance of the employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Division incurring a cost of absence
- b. The employee shall upon request by the Division include the cost of absence, as calculated by the Division, in the employee's claim;
- c. The Division shall have the right (but not the obligation) to maintain an action in the name of the employee and engage a solicitor (including the employee's solicitor) to recover the cost of absence;
- d. The employee agrees to cooperate with the Division and to provide, at the Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e. The employee will not settle their claim without the prior written consent of the Division as to the amount of the cost of absence to be recovered by the Division;
- f. Upon resolution of the amount of the cost of absence payable to the Division, the Division may, upon default of payment by the employee following demand by the Division offset the agreed upon amount of the cost of absence payable to the employee by the Division;
- g. The employee shall not release any third party from the cost of absence without the consent of the Division; and
- h. The Division's consent to settlement shall not be unreasonably withheld.

17.3 When as a result of judgement or settlement with the consent of the Division, the employee recovers a sum equal to all of the cost of absence, the employee shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Division plus interest.

17.4 When as a result of a judgement or settlement with the consent of the Division, the employee recovers a sum equal to a portion of the cost of absence, the employee shall as of the date of settlement or judgment, pay to the Division, the amount of the cost of absence recovered plus interest.

17.5 The employee will upon request by the Division execute such documents and agreements as may be required or deemed desirable by the Division to give effect to the provisions of this Article 17.

17.6 In exercising any of its rights under Article 17, the Division shall have due regard for the interests of the employee.

## **ARTICLE 18 - SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN FOR APPRENTICES**

Subject to Human Resources and Skills Development Canada's continued approval, a Supplemental Employment Benefit (SEB) Plan will be made available for eligible employees. Employees are required to have completed six (6) months of employment and be enrolled in a registered

apprenticeship program approved by the Division. The SEB Plan provides an employee on training leave with ninety-five percent (95%) of their normal weekly earnings during the time the employee is attending training courses as part of an approved apprenticeship program (the training leave). Employees who are temporarily laid off under Article 2.5 are not eligible to access the SEB Plan during the lay-off period.

For the duration of the apprentice training leave, the Division shall continue to pay its' portion of the continuing employee's benefit plan premiums specified in Article 11.

An employee will be required to enter into an Agreement with the Division prior to receipt of SEB Plan.

## APPENDIX A – SUPPORT EMPLOYEE POSITIONS AND JOB GROUPS

GROUP A	GROUP B	GROUP CA
	Facility Coordinator – Education Centre Receptionist – School	Learning Assistant
GROUP C	GROUP D	GROUP E
Administrative Assistant II – Education Centre Administrative Assistant II – School Substitute System Facilitator Truck Driver	Accounting Clerk Asset/Warehouse Coordinator Learning Commons Facilitator Learning Coordinator Records Management Assistant Success Coach	Addictions and Mental Health Worker Administrative Assistant III – Education Centre Administrative Assistant III – School Benefits Administrator Business Manager Career Centre Advisor Communications Advisor Cosmetologist Technician Journey person Chef School Technologist Supply Management Coordinator Transportation Coordinator
GROUP F	GROUP G	GROUP H
Child Development Advisor Community and Youth Outreach Worker Data/Information Coordinator Disability Coordinator Facilities Service Assistant Finance Coordinator Indigenous Connector Indigenous Cultural Liaison School Technologist Coach Transportation Safety Coordinator Transportation System Analyst Wellness Coordinator	Communications Officer HR Recruiter OHS Officer Systems User Support Technical Analyst	Community Partner Program Coordinator Educational Interpreter - ASL
GROUP I	GROUP J	GROUP K
Family School Liaison Worker Financial Analyst Payroll Officer Positive Behaviour Coach Procurement Specialist	Business Analyst HR Advisor Planner Senior Procurement Specialist	Technical Systems Support Specialist
GROUP L	GROUP M	
SharePoint/0365 Specialist	Senior Communications Officer	

## APPENDIX B – 10 MONTH SUPPORT EMPLOYEE POSITIONS

Addictions and Mental Health Worker
Administrative Assistant II – School
Administrative Assistant III – School
Business Manager – School
Career Centre Advisor
Caretaker I
Caretaker II – 10 Months
Child Development Advisor
Community and Youth Outreach Worker
Cosmetologist Technician
Educational Interpreter - ASL
Family/School Liaison Worker
Indigenous Connector
Indigenous Cultural Liaison
Journeyperson Chef
Learning Commons Facilitator
Learning Coordinator
Learning Assistant
Occupational Therapist
Positive Behaviour Coach
Physical Therapist
Psychologist
Receptionist – School
School Technologist
Speech Language Pathologist
Substitute System Facilitator
Success Coach – 10 Months

**APPENDIX C – SUPPORT EMPLOYEE HOURLY RATES EFFECTIVE AUGUST 27, 2023**

<b>JOB GROUP</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Group A</b>	\$18.64	\$19.58	\$20.55	\$21.57	\$22.67
<b>Group B</b>	\$20.04	\$21.04	\$22.10	\$23.21	\$24.37
<b>Group CA</b>	\$22.19	\$23.21	\$24.23	\$25.25	\$26.52
<b>Group C</b>	\$23.17	\$24.30	\$25.54	\$26.82	\$28.15
<b>Group D</b>	\$24.92	\$26.13	\$27.45	\$28.85	\$30.25
<b>Group E</b>	\$26.78	\$28.11	\$29.53	\$31.01	\$32.53
<b>Group F</b>	\$28.78	\$30.20	\$31.74	\$33.31	\$34.97
<b>Group G</b>	\$30.95	\$32.48	\$34.13	\$35.84	\$37.60
<b>Group H</b>	\$33.27	\$34.91	\$36.69	\$38.51	\$40.40
<b>Group I</b>	\$35.75	\$37.53	\$39.44	\$41.40	\$43.42
<b>Group J</b>	\$38.44	\$40.36	\$42.38	\$44.50	\$46.70
<b>Group K</b>	\$41.34	\$43.38	\$45.58	\$47.85	\$50.18
<b>Group L</b>	\$44.43	\$46.64	\$48.99	\$51.44	\$53.95
<b>Group M</b>	\$47.76	\$50.14	\$52.66	\$55.30	\$58.00

**APPENDIX D – THERAPISTS HOURLY RATES EFFECTIVE AUGUST 27, 2023**

<b>JOB GROUP</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Occupational Therapist Physical Therapist Psychologist Speech Language Pathologist</b>	\$57.12	\$60.95	\$64.77	\$68.60	\$72.42

**APPENDIX E – CARETAKING HOURLY RATES EFFECTIVE AUGUST 27, 2023**

<b>JOB GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Caretaker I	\$20.40	\$21.68	\$22.95
Caretaker II	\$21.42	\$22.70	\$23.97
Building Operator I	\$24.99	\$25.76	\$26.52
Building Operator II	\$27.03	\$27.80	\$28.05
Building Operator III	\$28.31	\$29.33	\$30.35
Head Building Operator I	\$28.56	\$29.58	\$30.60
Head Building Operator II	\$29.58	\$30.60	\$31.62
Head Building Operator III	\$30.60	\$31.62	\$32.64
Building Operations Assessor	\$30.60	\$31.62	\$32.64
Head Building Operator IV	\$31.62	\$32.64	\$33.66
Head Building Operator V	\$33.92	\$34.94	\$35.96
Head Building Operator VI	\$35.70	\$36.98	\$38.00

**APPENDIX F – MAINTENANCE/GROUNDS HOURLY RATES EFFECTIVE AUGUST 27, 2023**

<b>JOB GROUP</b>	<b>1<sup>st</sup> Period Apprentice</b>	<b>2<sup>nd</sup> Period Apprentice</b>	<b>3<sup>rd</sup> Period Apprentice</b>	<b>4<sup>th</sup> Period Apprentice</b>	<b>Journey person</b>
<b>Carpenter</b>	\$24.03	\$28.04	\$32.06	\$36.04	\$40.06
<b>Electrician</b>	\$24.51	\$28.58	\$32.68	\$36.76	\$40.85
<b>Landscape Gardner</b>	\$18.98	\$22.14	\$25.31	\$28.47	\$31.62
<b>Plumbing / Gas</b>	\$24.51	\$28.58	\$32.68	\$36.76	\$40.85
<b>Welder</b>					\$40.06

<b>JOB GROUP</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Irrigation Specialist</b>	\$31.62			
<b>Grounds Maintenance Specialist</b>	\$23.20	\$24.59	\$25.98	\$27.38
<b>Maintenance Specialist II</b>	\$29.06	\$30.51	\$32.04	\$33.73



**APPENDIX G – CASUAL RATES OF PAY/HOUR WORKED EFFECTIVE AUGUST 27, 2023**

<b>Bus Drivers (school based)</b>	\$25.00 per hour
<b>Community Use Supervisor</b>	Minimum Wage
<b>Lunch Coordinator</b>	\$18.50
<b>Lunch Supervisor</b>	Minimum Wage
<b>Labourer</b>	Minimum wage up to \$34.73 per hour depending on qualifications and job duties
<b>Support Substitute</b>	Step 1 of the applicable job group * Office support substitutes are paid at Job Group B * Learning Commons substitutes are paid at Job Group C
<b>Sports Officials (Referee)</b>	\$35.00 per game ( <b>Elementary/Middle School</b> ) \$50.00 per game ( <b>High School</b> )
<b>Caretaking Positions</b>	Hire rate of position
<b>Summer Student – Clerical</b>	Starting at \$16.00/hour
<b>Summer Student – Grounds</b>	\$16.00/hour with an increase of .50 per year recalled to a maximum of \$18.00/hour Must be enrolled full-time in post-secondary institution to be eligible for summer student employment.
<b>Summer Student</b>	\$16.00/hour with an increase of .50 per year recalled to a maximum of \$18.00/hour Must be enrolled full-time in post-secondary institution to be eligible for summer student employment.

**Casual Support Employees who work less than three (3) hours will be paid the greater of a minimum of three (3) hours at minimum wage or their rate of pay for hours worked, except lunchroom/bus supervisors who shall be paid for only hours worked.**

## ADDITIONAL ALLOWANCE/REIMBURSEMENT RATES

<b>Support Substitutes</b>	<b>\$20.00</b> per day may be paid to support substitutes to offset travel costs, identified by the Employer, when there is difficulty in obtaining the necessary support substitutes.
<b>Interpreter</b>	A graduate from a one year Interpreter Training Program from a post-secondary institution who is actively providing Division required interpreting services shall be paid an additional allowance of <b>\$690.00</b> per bi-weekly pay period.
<b>Signing Assistant</b>	A signing assistant who is actively providing Division required signing services shall be paid an additional allowance of <b>\$175.00</b> per bi-weekly pay period, provided they have at least Level III signing. Will be pro-rated based on the number of hours worked compared to the hours worked of a full-time employee.
<b>Braille Assistant</b>	A braille assistant who is actively providing Division required braille services shall be paid an additional allowance of <b>\$175.00</b> per bi-weekly pay period, provided he/she has Literary Gr. II braille. Will be pro-rated based on the number of hours worked compared to the hours worked of a full-time employee.
<b>Building Operator/Power Engineering Certification</b>	Head Building Operators and Building Operators who have the required up to date certification and are actively assigned to sites requiring the certification will be entitled to the allowances as of the date of providing proof of certification to Human Resources. <ul style="list-style-type: none"> <li>• Building Operator A or B Certificate - <b>\$15.00</b> per bi-weekly pay period.</li> <li>• Power Engineering Class 4 or 5 - <b>\$40.00</b> per bi-weekly pay period</li> </ul>
<b>Teacherage Rental Rate</b>	A Building Operator living on a school site will receive a reduction in the teacherage rental rate of <b>\$50.00</b> per month.
<b>Footwear Reimbursement</b>	All Continuing Full-Time Head Building Operators and Building Operators shall be eligible for reimbursement of up to <b>\$150.00</b> per year for the purchase of footwear approved by the Supervisor of Caretaking. All claims for reimbursement must have receipts attached and be submitted to the Supervisor of Caretaking.
<b>Clothing and Footwear Reimbursement</b>	All Continuing Full-time Maintenance, Grounds and Warehouse employees shall be eligible for reimbursement of up to <b>\$150.00</b> per year for the purchase of protective work clothing and footwear approved by the designated supervisor. All claims for reimbursement must have receipts attached and be submitted to the designated supervisor.
<b>Vehicle Allowance</b>	Full-time Apprentices and temporary and term maintenance employees will be paid <b>\$20</b> per day travel allowance in lieu of travel reimbursement as per RVS Procedure AP5110. (Refer to Article 13)
<b>Emergency Call-Out Stipend</b>	An on-call operations department employee is eligible to receive a <b>\$35</b> stipend for every 24-hour period that the employee is responsible for responding to the on-call phone. Only one employee per 24-hour period is eligible for this stipend. This stipend is in addition to any compensation provided to the on-call employee for responding to emergent call outs.

## APPENDIX H – EXEMPT POSITIONS

Superintendent
Associate Superintendent
Director
Assistant Director
Senior Manager
Manager
Supervisor
Team Lead
Executive Assistant

**APPENDIX I - DETERMINATION OF EARNED DAYS OVER WINTER BREAK**

**H = Statutory Holiday / \* = Earned Day**

The days marked with an **asterisk** apply to employees with earned days off for that year.

F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
23	24	25	26 H	27 H	28 *	29 *	30 *	31	1	2 H				
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
22	23	24	25 H	26 H	27 *	28 *	29 *	30	31	1 H	2			
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
21	22	23	24 *	25 H	26 H	27 *	28 *	29	30	31	1 H	2		
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
20	21	22	23 *	24 *	25 H	26 H	27 *	28	29	30	31	1 H		
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
19	20	21	22 *	23 *	24 *	25 H	26 H	27	28	29	30	31	1 H	
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
18	19	20	21	22	23	24	25 H	26	27	28 H	29 *	30 *	31 *	1 H
F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
24 H	25	26	27 H	28 *	29 *	30 *	31 H	1	2	3				