



# **ROCKY VIEW SCHOOLS**

## **TERMS OF EMPLOYMENT**

### **EXEMPT EMPLOYEES**

August 29, 2023

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## **PREAMBLE**

The Board of Trustees of 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 Exempt 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, or the Support Employee Terms of Employment.

The following Terms of Employment for Exempt Employees (the Exempt 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 29<sup>th</sup> day of August 2023. The Exempt 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 Exempt Terms and update the Exempt Terms to:

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

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

Matters relating to the Exempt 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 **Continuing Employee (full-time or part-time)** – An employee who is employed without a specified end date in a twelve (12) month position.
- 1.2 **Continuing Full-Time Employee** – A Continuing employee who works the prescribed hours outlined in Article 4 – Hours of Work.
- 1.3 **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 RVS.
- 1.4 **Temporary Employee** – An employee hired to work in a position on a temporary basis. Where a Continuing employee works in a Temporary Position, the employee shall retain their status as a Continuing employee.
- 1.5 **Term Employee** – An employee hired to work in a term position. Where a Continuing employee works in a Term Position, the employee shall retain their status as a Continuing employee.

### TYPES OF POSITIONS

- 1.6 **Continuing Position** – A position with no specified end date of employment.
- 1.7 **Surplus Position** – A position that is no longer required or has become redundant.
- 1.8 **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.
- 1.9 **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

- 1.10 **Consecutive days** – Means days occurring one after the other with no intervening days and does not mean sequential days or cyclical days.
- 1.11 **Employment Standards Code** – Employment Standard Code RSA 2000, c E-9 as amended from time to time.
- 1.12 **Job Group** – A group of positions that are paid within the same salary range.
- 1.13 **Probationary Period** – A period of ninety (90) calendar days from and including the first day of employment. 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.

- 1.14 **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.
- 1.15 **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 3.7). The one (1) year period may be extended by the Associate Superintendent of Human Resources.
- 1.16 **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.
- 1.17 **Anniversary Date** – The date the employee commenced employment. A new Anniversary 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.

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

- 1.18 **Underfill** – A position placed at a lower paid Job Group for the purpose of professional development (refer to Article 3.7). 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 Human Resources.

## **ARTICLE 2 – EMPLOYMENT**

### **2.1 Vacancies**

- 2.1.1 Vacancies for positions shall be posted for at least five (5) working days before the competition's closing date, except when vacancies are filled pursuant to the provisions of Articles 3.9, or 12.1.

### **2.2 Promotion & Transfer**

- 2.2.1 Preference for promotion or consideration for transfer shall be given to applications from employees based on qualifications and formal and informal performance reviews. Qualifications shall include all such matters as the Associate Superintendent of Human Resources 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 RVS.

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 RVS. This will ensure the employee is fit to perform the bona fide job requirements as established by RVS.

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

2.3.3 The Criminal Record Check must be satisfactory to RVS 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 Human Resources agrees to extend the period of time.

2.3.3.1 Employees will be required to obtain and provide a Criminal Record Check including Vulnerable Sector Check where relevant, as may be reasonably required by RVS from time to time, or required pursuant to Board policy or legislation, and to notify RVS immediately upon being charged or convicted with an offence during the course of their employment.

2.3.3.2 Any employee who fails to notify RVS as to either the laying of criminal charges, or the entering of a conviction under the Criminal Code of Canada, the Child Youth and Family Enhancement Act, or the Controlled Drugs and Substances Act, forthwith upon the occurrence of the same, shall be deemed as a substantial breach of the Terms and Conditions justifying summary termination of their employment with RVS.

2.3.4 Employment with RVS 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 Human Resources in accordance with Canada Revenue Agency requirements.

### **2.4 Termination**

2.4.1 An employee's employment may be terminated by RVS 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 in the manner set out hereinafter. For purposes of calculating the period of notice of termination, or pay in lieu of notice, to which the employee may be entitled, the calculation of length of service of the employee shall be determined by their Anniversary Date as defined in Article 1.17.

- 2.4.2 The notice or pay in lieu of notice under Article 2.4.1 is two (2) weeks per full year of service, to a maximum of forty (40) weeks. In addition, RVS will pay an amount equal to the premiums for benefits it would have paid on behalf of the employee during the same period if pay in lieu of notice is chosen as well as an amount for unused vacation then outstanding. In any case, the notice or pay in lieu of notice under Article 2.4.1 shall not be less than eight (8) weeks.
- 2.4.3 The Associate Superintendent of Human Resources, subject to Article 2.4.4, may terminate the employment of the employee for just cause without notice or any payment in lieu of notice. The Associate Superintendent of Human Resources shall provide written notice to the Employee given in the manner set out hereinafter for the giving of notices, setting out the effective date of the termination, and the reason(s) for such termination.
- 2.4.4 Prior to a termination under Article 2.4.3 becoming effective, the Associate Superintendent of Human Resources shall advise the employee, in writing, of the right to appeal the termination to the Superintendent of Schools. The appeal process set out in Article 14.2 of the Exempt Terms shall be followed by the Superintendent of Schools except that the time limit set out in step (a) shall be two (2) working days and the time limit set out in step (b) shall be five (5) days. Receipt by the employee of the notice under Article 2.4.3 shall start the time for appeal. In the event of an appeal, the employee will be automatically suspended without pay from receipt of the notice under Article 2.4.3 pending the disposition of any appeal.
- 2.4.5 In the absence of just cause, and subject to Article 2.4.7, the Associate Superintendent of Human Resources may terminate the employment of the employee upon reasonable notice, payment of salary in lieu of reasonable notice or a combination of notice and payment in lieu of notice determined in accordance with Articles 2.4.1 and 2.4.2. Notice of termination shall be in writing in accordance with Article 2.5.
- 2.4.6 Within the time prescribed by the Employment Standards Code, and any other legislation dealing with such matters, RVS will provide to the employee payment of any amount to which the employee may be entitled for earned but unpaid salary and unused accumulated vacation and earned days, and will be provided a Record of Employment. In the case of termination for cause, no reference will be provided by the employee's Supervisor or RVS.
- 2.4.7 If the employee would be terminated without just cause only because the position of the employee has become redundant, for any reason, including financial exigencies, the Associate Superintendent of Human Resources may, in the sole discretion of the Associate Superintendent of Human Resources, use the surplus process (refer to Article 2.6), modified as the Associate Superintendent of Human Resources considers appropriate, to attempt to avoid the need to terminate the employee. If the process is used, and alternative employment for the employee is not the outcome, the Associate Superintendent of Human Resources may terminate the employee in accordance with this Article.
- 2.4.8 An employee may provide notice of their intent to resign or retire by providing a minimum of thirty (30) days prior written notice to the Associate Superintendent of Human Resources.

## **2.5 Notice**

- 2.5.1 Any notice to be given to the employee shall be in writing, and be given in one or more of the following ways:

- a. by hand delivery to the employee;
- b. by mail addressed to the employee's last address on file, in which case, the notice shall be deemed received on the third (3rd) day following mailing;
- c. by delivering a copy of the notice to the last address on file of the employee, in which case, the notice shall be deemed received on the day after the date of delivery.

## **2.6 Surplus Positions**

- 2.6.1 RVS will make a reasonable attempt to place surplus employees RVS wishes to retain elsewhere in the Division.
- 2.6.2 If an employee does not accept a transfer initiated by RVS, within the period (not less than twenty-four hours) as determined by the Associate Superintendent of Human Resources 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 RVS, as opposed to working notice, will not be eligible for rehire unless recommended by the Associate Superintendent of Human Resources and approved by the Superintendent.

## **ARTICLE 3 – SALARY ADMINISTRATION**

- 3.1 Applicable salary ranges for each job group are outlined in Appendix A.
- 3.2 Payday for all Exempt employees will be either bi-weekly (every second Friday) or monthly (on or before the 25<sup>th</sup> of each month) unless the date for payment is otherwise adjusted by the division. 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.
- 3.3 Employees will be placed within the salary group applicable for their position listed in Appendix A based on their assessment of education and experience, which shall not be subject to dispute or appeal. Placement at a higher salary than Step 1 must be approved by the Associate Superintendent of Human Resources.
- 3.4 Employees shall be placed on the next step of the employee's salary range on their Anniversary Date, subject to a satisfactory annual evaluation, as deemed by the Associate Superintendent of Human Resources and the employee's supervisor.
- 3.5 Employees hired into a new position in a different Job Group than their current position will have their salary adjusted in accordance with Article 3.3 and their Anniversary date will change to the start of the new position.
- 3.6 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 Anniversary date will not change
- 3.7 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 with Article 3.3. 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 3.5.

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.

- 3.8 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.
- 3.9 An employee designated in writing by the Associate Superintendent of Human Resources to be temporarily fulfilling all of the duties in a position in a higher Job Group shall be paid in the salary range for the position in the higher Job Group.
- 3.10 Where RVS 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 & EARNED DAYS**

- 4.1 The normal working hours for full-time Exempt Education Centre (EC) employees shall be seven (7) hours and fifteen (15) 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.
- a. The fifteen (15) minutes per day worked by these employees, in addition to the seven (7) regular hours worked per day, in recognition of the requirements of the role result in the employees earning eight (8) earned days off with pay during each twelve (12) month period. For the purposes of this Article, each period shall commence September 1<sup>st</sup>. Earned days do not apply to part-time Exempt EC employees.
  - b. 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.
  - c. Employees on modified hours due to medical reasons will not accumulate earned time.
  - d. Three (3) of the earned days off with pay must be taken during the designated Winter break (Refer to Appendix C – Determination of Earned Days over Winter Break). Employees working part-time must take three (3) days off during the designated Winter Break, and will have the option to take either vacation days or unpaid leave during the Winter Break. In the absence of a selection by the part-time employee, the days off will be recorded as vacation days;

- e. 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;
- f. Earned days off with pay may not be carried over to the next school year unless the Associate Superintendent of Human Resources 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;
- g. The provisions of Article 4.1 may be amended to make alternate work arrangements as approved by the Associate Superintendent of Human Resources and shall be reviewed annually.

4.2 Employees governed under these Exempt Terms are not eligible for Extra-time or Overtime provisions.

**ARTICLE 5 – GENERAL HOLIDAYS**

5.1 All employees shall be eligible for the following listed general holidays, unless otherwise agreed with the supervisor:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada 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 RVS.

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

**ARTICLE 6 – VACATIONS**

6.1 During the period from the date of hire to the subsequent August 31, Exempt employees shall earn two and one-half (2 1/2) days of vacation with pay for every full month worked to a maximum of thirty (30) 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 2.5.

6.2 Vacations shall be assigned by RVS based **firstly**, upon the continued efficient operational needs of RVS, and **secondly**, the wishes of the employee.

6.3 An employee, prior to August 31<sup>st</sup> 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<sup>st</sup> to August 31<sup>st</sup> next following, if the request is approved by the employee's supervisor. The Associate Superintendent of Human Resources may authorize the deferment of more than five (5) vacation days if exceptional circumstances warrant. Any deferred vacation not used by August 31<sup>st</sup> 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.

- 6.4 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.
- 6.5 While on annual vacation, an employee is entitled to the provisions of compassionate leave.
- 6.6 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.

## **ARTICLE 7 – SICK LEAVE**

- 7.1 For each scheduled workday a Continuing Exempt employee is unable to work due to illness or injury, an employee's full salary, will be continued for up to ninety (90) calendar days. After ninety (90) calendar days employees are eligible to apply for Long Term Disability which is seventy percent (70%) of an employee's pre-disability monthly earnings.

Payment of Division contributions to the benefit plans set forth under Article 10 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 9.

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. RVS 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 shall accept Supplemental employment Benefits as outlined in Article 8.6. 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.

- 7.2 A Continuing Employee who has been absent for reasons referred to in Article 7.1, shall, upon return to full-time duty, be entitled to an additional sick leave benefit except as outlined in Articles 7.3 and 7.4.

- 7.3 If an employee returns to their regular work and did not access Long Term Disability benefits, and has 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.
- 7.4 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.
- 7.5 Before any payment is made under the foregoing provisions, the employee must submit a record of any absences outlined in Article 7.1. 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.
- 7.6 RVS 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 RVS.
- 7.7 An employee injured in remunerative employment, other than RVS employment, and covered by Workers Compensation, shall not be entitled to any benefit outlined under Article 7 (Refer to Article 7.13).
- 7.8 When an employee is eligible for LTD benefits, the provision for sick leave shall be suspended and no further salary shall be paid.
- 7.9 When an employee has been approved for LTD benefits, the vacant position may be posted and filled.
- 7.10 As a pre-condition of an employee's return to work, the Associate Superintendent of Human Resources 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 Human Resources for sick leave absences greater than thirty (30) calendar days.
- 7.11 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 RVS.
- 7.12 When an employee leaves the employment of RVS, sick leave benefits and all other benefits contained under these Exempt Terms are cancelled and shall not be recoverable in any way, monetarily or otherwise.
- 7.13 Temporary and Term employees are not eligible for the sick leave provisions outlined in these articles.
- 7.14 An employee who has been approved for WCB payments and is entitled to sick leave benefits, will be paid by RVS 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 and earned days will be paid out at the end of the sick leave period.

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

7.15 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.

7.16 Any accumulated vacation and earned days will be paid out at the end of the sick leave period.

## **ARTICLE 8 – MATERNITY, PARENTAL, & ADOPTION LEAVES**

### **8.1 Definitions:**

- 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.

### **8.2 Entitlement to Maternity Leave**

- a. A pregnant employee, who has been employed by RVS 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 8.6.
- 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.
- c. Subject to Article 8.4 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

### **8.3 Notice of Maternity Leave**

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

### **8.4 Shortening Maternity Leave**

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

## 8.5 No Notice of Maternity Leave

An employee who fails to comply with Article 8.3 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 8.2 if the employee provides the Associate Superintendent of Human Resource 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 date of delivery.

## 8.6 Supplemental Employment Benefit (SEB) Plan

- a. RVS has implemented a Supplemental Employment Benefit (SEB) Plan, which shall be accessed by the employee, during the post-delivery period. Subject to Article 8.6 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.
- 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, RVS shall continue to pay its portion of the employee's benefit plan premiums specified in Article 10.

## 8.7 Parental / Adoption Leave

- a. RVS 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 RVS 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 RVS 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 RVS employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. RVS 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 fifty-two (52) weeks of the child's birth/adoption placement, any employer paid benefits in place prior to the start of the Parental / Adoption Leave will continue for up to 36 weeks on the same cost sharing basis.

## **8.8 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.

## **8.9 Notice of Parental & Adoption Leave**

An employee must give Human Resources 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 adoption leave, if the employee is unable to provide at least six (6) weeks' notice, the employee shall give notice to Human Resources forthwith after receiving notice of the adoption.

## **8.10 Prohibition against Termination of Employment**

Unless as a result of the suspension in part of the business operations, RVS 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.

## **8.11 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 Human Resources 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 RVS shall:

- a. Reinstatement 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.

## **8.12 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 RVS 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, RVS is under no obligation to reinstate the employee unless there is an unforeseen or unpreventable circumstance.

## **ARTICLE 9 – GENERAL LEAVE OF ABSENCE**

- 9.1 A leave of absence without pay, not exceeding five (5) working days at any one time, may be granted by the supervisor provided the work requirements of the department involved can accommodate such a leave being granted.
- 9.2 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 Human Resources 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 10.6 regarding Long Term Disability coverage.

- 9.3 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
  - e. When the 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. For jury selection, jury duty or witnesses subpoenaed to attend court proceedings.
- 9.4 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, will be paid out prior to the leave commencing. Refer to Article 10.6 regarding Long Term Disability coverage.

### **9.5 Bereavement and Critical Illness – Paid Leaves**

Subject to the approval of the Associate Superintendent of Human Resources, a leave of absence with pay shall be granted for:



- a. 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            |

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

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

- b. 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, and 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 Human Resources.

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

- c. 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       | Grandparent of spouse |
| Brother of spouse | Sister of spouse      |
| Son-in-law        | Daughter-in-law       |
| Grandchild        |                       |

- d. not more than one (1) day because of the death of the employee's:
- Aunt or Uncle - means a sister or brother of the employee's mother or father, or of the employee's spouse's mother or father
  - Close friend - The definition of "close friend" does not preclude kin or an RVS employee.

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

## 9.6 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 9.1 or 9.2 of this agreement.

## ARTICLE 10 – BENEFIT PLANS

10.1 Participation in the Benefit Plan shall be a condition of employment for all Continuing employees working seventeen and one-half (17 & 1/2) hours per week or more. Please refer to the Rocky View Schools' website.

10.2 Temporary Employees shall not be eligible to participate in the Benefit Plan as described in this Article.

10.3 RVS' 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.

### 10.4 Group Insurance

RVS 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

10.5 Long Term Disability coverage ends at age sixty-five (65), life insurance coverage ends at age seventy (70), and Accidental Death and Dismemberment coverage ends at age seventy (70).

10.6 An employee granted a leave of absence without pay for more than sixty (60) calendar days shall not be eligible for RVS' 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 RVS' 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 8.6.c., regarding employer paid benefits while on maternity leave.

## 10.7 **Flexible Credits**

RVS shall contribute to eligible employees identified in Article 10.1 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<sup>st</sup> to August 31<sup>st</sup>). RVS shall also contribute an additional three hundred fifty dollars (\$350.00) per annum prorated based on FTE and start of service as determined by RVS.

10.8 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.

## 10.9 **E.I. Premium Reduction**

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

## **ARTICLE 11 – PENSION PLAN**

11.1 All Continuing employees whose continuing assignment is thirty (30) or more hours per week shall become and remain members of either the Local Authorities Pension Plan (LAPP), or Alberta Teachers Retirement Fund (ATRF) unless excluded by the conditions of the Plan. RVS and the employee shall continue contributions toward applicable pension plan at all times according to relevant legislation.

11.2 An employee who is presently participating in the Local Authorities Pension Plan, and has their continuing assigned hours of employment with RVS 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 RVS, and will not include hours worked in a temporary assignment.

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

## **ARTICLE 12 – DIVISION RIGHTS**

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

12.2 RVS 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 13 – DISCRIMINATION**

13.1 RVS does not tolerate discrimination as defined in the Alberta Human Rights Act.

## ARTICLE 14 – APPEAL PROCESS

- 14.1 An employee may appeal any matter outlined in these Exempt Terms except Job Group placement, salary grid placement and rates of pay.
- 14.2 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 Human Resources within ten (10) calendar days of the date of the incident causing the appeal.
  - b. The Associate Superintendent of Human Resources 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 of Human Resources to respond within the mentioned time shall not invalidate the decision of the Associate Superintendent of Human Resources whenever it is rendered.

## ARTICLE 15 – SUBROGATION

### 15.1 Definitions:

- a. **Cost of Absence** means the total remuneration paid by RVS during a period when the employee was absent from work.
- b. **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.
- c. **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.
- d. **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the employee by RVS.
- e. **Employee** means an employee in respect of whom RVS has incurred a cost of absence and includes the employee's personal representative, trustee, guardian, or the estate of the deceased employee.

### 15.2 In the event RVS 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 RVS in advance of the employee's intention to initiate any claim in which an act or omission of a third party has resulted in RVS incurring a cost of absence;
- b. The employee shall upon request by RVS include the cost of absence, as calculated by RVS, in the employee's claim;
- c. RVS 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 RVS and to provide, at RVS'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 RVS as to the amount of the cost of absence to be recovered by RVS;
- f. Upon resolution of the amount of the cost of absence payable to RVS, RVS may, upon default of payment by the employee following demand by RVS offset the agreed upon amount of the cost of absence payable to the employee by RVS;
- g. The employee shall not release any third party from the cost of absence without the consent of RVS; and
- h. RVS's consent to settlement shall not be unreasonably withheld.

15.3 When as a result of judgement or settlement with the consent of RVS, 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 RVS plus interest.

15.4 When as a result of a judgement or settlement with the consent of RVS, 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 RVS, the amount of the cost of absence recovered plus interest.

15.5 The employee will upon request by RVS execute such documents and agreements as may be required or deemed desirable by RVS to give effect to the provisions of this Article 15.

15.6 In exercising any of its rights under Article 15, RVS shall have due regard for the interests of the employee.

**APPENDIX A – EXEMPT EMPLOYEE JOB GROUPS**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
DIRECTOR	\$158,100	\$163,200	\$168,300
ASSISTANT DIRECTOR	\$135,000	\$140,000	\$145,000
SENIOR MANAGER	\$117,300	\$122,400	\$127,500
MANAGER	\$99,450	\$103,275	\$107,100
SUPERVISOR	\$93,840	\$95,880	\$97,920
TEAM LEAD	\$84,150	\$86,700	\$89,250
EXECUTIVE ASSISTANT	\$67,500	\$70,000	\$72,500

\*Adjustment of the Salary grid amounts shall be as determined from time to time by the Board.

**APPENDIX B – PROFESSIONAL DEVELOPMENT TABLE**

<b>POSITION</b>	<b>ANNUAL PROFESSIONAL DEVELOPMENT BUDGET*</b>
DIRECTOR	\$2,500
ASSISTANT DIRECTOR	\$2,500
SENIOR MANAGER	\$2,000
MANAGER	\$2,000
SUPERVISOR	\$1,000
TEAM LEAD	\$1,000
EXECUTIVE ASSISTANT	\$500

\*Any unused portion of the annual amount budgeted for professional development shall not be carried over into a subsequent year. Under no circumstances shall there be payment in lieu of attendance at or membership in professional activities.

**APPENDIX C – 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				