TERMS OF EMPLOYMENT

Between the

BOARD OF TRUSTEES

And the

IN-SCHOOL SUPPORT STAFF

Employed by the

ST. THOMAS AQUINAS RCSSD

EFFECTIVE September 1, 2019 to August 31, 2022
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1. TERMS
   1.1. This Terms of Employment shall be in force from September 1, 2019 to August 31, 2022.

2. DEFINITIONS
   2.1. A “10-month employee” shall mean and include permanent full time and/or part time employees who are employed in the schools on a school calendar basis and whose work assignment shall be determined according to teacher work days for the current year.
   2.2. A “permanent employee” shall mean an employee who has been hired for a position without a predetermined time limit and who has completed the probationary period determined by the Terms of Employment.
   2.3. A “probationary employee” shall mean an employee who has not completed the probationary period determined by the Terms of Employment.
   2.4. A “casual employee” shall mean a position established as such in which the employee is required to work to provide temporary relief or overload duties.
   2.5. A “temporary employee” shall mean a person who is employed for the purpose of filling a permanent position which has temporarily become vacant or who works in a special assignment for a specified period of time. A temporary employee may be terminated at any time during the temporary assignment.
   2.6. “Probationary period” is a trial period at which time the employer will review and evaluate the employee to determine suitability for ongoing employment.
   2.7. “Anniversary date” is the date of hire.
   2.8. “Vacation” shall mean annual vacation at the basic rate of pay.
   2.9. A “full-time employee” shall mean a person who works the prescribed weekly hours as stated under Clause 4.1.
   2.10. A “part-time employee” shall mean an employee working less that the prescribed weekly hours for a full-time employment determined as stated under Clause 4.1.
   2.11. “Years of service” is the length of service from hire date less any Extended Disability Benefit, Sabbatical or Personal leaves over one (1) or more years. If the employee resigned and is hired back within a one (1) year period, years of service will be reinstated.
3. **JOB CLASSIFICATION**

3.1. The Job Classifications are grouped as follows:

- **Group 1**
  - General Support Staff
  - Before and After School Care Program Worker
  - Canteen Worker

- **Group 2**
  - Custodian
  - Before and After School Care Program Worker

- **Group 3**
  - Learning Commons Technician
  - Before and After School Care Program Worker
  - Educational Assistant
  - Administrative Assistant I

- **Group 4**
  - Lead Custodian

- **Group 5**
  - Preschool Instructor

- **Group 6**
  - Administrative Assistant II

- **Group 7**
  - Lead Custodian/Maintenance

- **Group 8**
  - Family School Liaison Worker or First Nations, Metis, Inuit Support Worker

4. **HOURS OF WORK**

4.1. The hours of work for each support or custodial staff member shall be as determined by the Superintendent or designate in consultation with the appropriate administrator.

4.1.1. Custodial employees shall be scheduled hours of work that shall not exceed eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive.

4.1.2. Support Staff employees shall be scheduled hours of work that shall not exceed seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday inclusive.

4.2. When required to attend the Division-wide Reflection Day and Learning Day, support staff employees shall be compensated for travel time to and from, as measured from their typical workplace site to the site at which the Reflection or Learning Day is held.
4.3. All support staff will enter absences and additional hours using the Absence Entry System. Absences and additional hours must be approved by the Supervisor.

5. OVERTIME

5.1. Employees shall be entitled to overtime as per Employment Standards. Overtime shall be paid at time and one half of the employee’s regular rate of pay if over 8 hours in any day or 44 hours per week.

5.2. Overtime hours must be authorized by the Principal designate prior to being worked.

5.3. Time-in-lieu instead of overtime pay may be provided at a time that the employee could have worked and received wages from the employer.

6. PROBATIONARY PERIOD

6.1. The initial period of employment shall be for six (6) months which will be considered a probationary period. Where the employee has been absent for a period of five (5) or more consecutive work days, during this period, the probationary period shall be extended by the same amount of time. During the probationary period, employees may be discharged at the Division’s discretion upon the concluding that such employee is unsuitable and/or not compatible.

6.2. Employees while serving an initial probationary period of six (6) months worked in a permanent position within the Division, who accept another permanent position within the Division, will be required to serve a probationary period of six (6) months in each permanent position(s).

6.3. Upon satisfactory completion of the probationary period, an offer of employment on a permanent basis will be made by the Superintendent or designate on the basis of the evaluation and recommendation of the School Principal. If funding ceases for a program under which the support staff member works, employment of that staff member similarly will cease upon appropriate notification of same.

6.4. Notwithstanding Clause 6.1 a temporary employee whose temporary position becomes permanent shall have their time worked in the position considered as part of the required probationary period provided, they are selected for the permanent position.

6.5. The probationary period may be extended for a period not extending more than six (6) months.

7. EXPERIENCE AND TRAINING INCREMENTS

7.1. Salary shall be commensurate with experience and training.
7.2. When an employee of the Division changes positions within the system, the employee shall retain years of service with the Division, for the purposes of vacation entitlement.

7.3. The Division grants increments for acceptable experience and ability.
   7.3.1. For 10-month employees, experience increments will be granted twice a year:
      7.3.1.1. In September, for the employee who has accumulated a minimum of 160 days of earned experience at full time equivalency between September 1 and August 31.
      7.3.1.2. In February, for the employee who has accumulated a minimum of 160 days of earned experience at full time equivalency between February 1 and January 31.

7.3.2. For 12-month employees, experience increments will be granted twice a year:
   7.3.2.1. In September, for the employee who has accumulated a minimum of 208 days of earned experience at full time equivalency between September 1 and August 31.
   7.3.2.2. In February, for the employee who has accumulated a minimum of 208 days of earned experience at full time equivalency between February 1 and January 31.

7.4. Employees will be eligible for no more than one experience or training increment per year.

8. EDUCATION SUBSIDY
8.1. The Division shall reimburse 100 percent of tuition fees and textbook purchases for courses taken by employees at a post-secondary institution in Alberta provided:
   8.1.1. course(s) is pertinent to their role within the Division;
   8.1.2. course(s) has had prior approval of the Superintendent or designate;
   8.1.3. course(s) successfully completed.

8.2. If any fees are advanced, they are to be considered as a loan to the employee and will be forgiven to the employee on a pro rata basis over one (1) employment year. Courses must be successfully completed for any advance to be forgiven otherwise the Division is to be reimbursed over one (1) employment year through salary deduction.

8.3. Application must be made in writing to the Superintendent, or designate, before enrolment. Should an application be refused, a letter of explanation stating the reason/reasons for refusal shall be provided to the applicant.

8.4. The subsidy will be paid upon proof of successful completion and presentation of documents relating to the cost of the course.

8.5. Employees must be employed by the Board for a minimum of two (2) years to be eligible for the Education Subsidy Program.
8.6 In the event an employee, who has been a participant in the Education Subsidy Program, ends the employment relationship, he/she shall provide full reimbursement to the Division of any subsidy he/she has been in receipt of in the previous twelve (12) calendar months. This shall be accomplished through salary deductions.

9. **GENERAL HOLIDAYS**

9.1. Employees shall be entitled to the following general holidays with pay provided that they work the scheduled day before and after each holiday or are absent due to illness or approved leave with pay: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day, and one half day Christmas Eve.

9.2. Employees will receive payment for general holidays not worked at their regular rate of pay calculated as 5% of the wages, general holiday pay, and vacation pay earned in the 4 weeks immediately preceding the general holiday.

9.3. All other general holidays proclaimed by the Government of Alberta or the Government of Canada and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously, in which case only the lieu holiday shall be recognized.

9.4. Any day not specifically named herein but declared by the Board of Trustees as a holiday in accordance with appropriate section of the Education Act.

9.5. When a general holiday falls on a day that would otherwise be an employee’s regularly scheduled day off, the employee shall receive an alternate day off or pay in lieu of the holiday at the discretion of the Division.

9.6. If a general holiday occurs during an employee’s vacation, such vacation shall be extended by an additional day.

10. **VACATION**

10.1. For the purpose of this document, “vacation year” corresponds to the school year and means the period commencing on the first day of September and concluding on the thirtieth day of June of each year for 10 month employees and commencing on the first day of July and concluding on the thirtieth day of June of each year for 12 month employees.

10.2. Vacation entitlement for twelve (12) month regular employees is earned during each vacation year of unbroken service and taken during the following vacation year. Vacation entitlement with pay for custodial employees shall be as follows:

10.2.1. During the first year of service, twelve (12) month regular full-time employees shall be granted (0.83) days’ vacation with pay for every full month worked prior to July 1st, to a maximum of ten (10) working days. Regular part-time employees shall have this vacation
entitlement pro-rated in accordance with their FTE. Vacation pay for regular part-time custodial employees shall be prorated in proportion to their full-time equivalency.

10.2.2. Subsequent vacations with pay for twelve (12) month regular full-time and part-time employees shall be based upon full years of continuous service as determined by the employee’s date of hire prior to July 1st in each year, on the basis of the following schedule:

- 1 year but less than five (5) years of service – 10 working days
- After five (5) years but less than ten (10) years of service – 15 working days
- After ten (10) years but less than fifteen (15) years of service – 20 working days
- Fifteen (15) years of service or more – 25 working days

10.3. Vacation entitlement for ten (10) month regular employees shall be entitled to vacation pay as determined by the employee’s date of hire, calculated as follows:
- 1 year but less than five (5) years of service – 4%
- After five (5) years but less than ten (10) years of service – 6%
- After ten (10) years but less than fifteen (15) years of service – 8%
- Fifteen (15) years of service or more – 10%

10.4. Employees can only access vacation entitlement that has been earned. Advances on vacation are not permitted. Advances on vacation only permitted with approval from the supervisor in consultation with the Superintendent or designate.

10.5. Casual or temporary staff shall receive vacation pay on their monthly cheque.

11. SICK LEAVE

11.1. In the first year of employment sick leave entitlement shall be earned at the rate of two (2) working days per month by all continuous and probationary employees. Part-time employee’s sick leave entitlement shall be calculated on a pro-rated FTE.

11.2. During the second and subsequent years of continuous service, annual sick leave with full salary shall be granted for 90 calendar days.

11.3. After 90 calendar days of absence during the school year due to illness, medical appointments or medical disability no further salary or benefits shall be paid.

11.4. The Superintendent or designate may request a medical certificate for any medical-related absence.

11.5. Transfer, promotion, demotion and/or reclassification shall not affect accrued sick leave entitlements of any employee.

11.6. Sick leave may not be substituted for vacation leave.
11.7. All reasonable measures shall be taken by the employee to schedule medical appointments at times that minimize disruptions to their work hours and workplace obligations.

12. MATERNITY, PARENTAL AND ADOPTION LEAVE

12.1. Maternity Leave

12.1.1. An employee who has been employed by the Division for at least 90 days shall be granted leave without pay for maternity reasons. Such leave shall be for a period of time up to eighteen (18) months.

12.1.2. An employee granted leave without pay for maternity reasons shall be returned to the former position. Should her former position no longer exist, she shall be placed in a comparable position as soon as one is available. In any event, the employee shall give the Division no less than thirty (30) calendar days' notice, in writing, of her intended return date.

12.1.3. Maternity leave (health-related portion) shall be a minimum of six (6) weeks but no more than sixteen (16) weeks.

12.1.4. The employee shall give as much notice as possible but at least one (1) month prior to commencement of this leave together with a letter from her doctor attesting to her pregnancy and estimated date of delivery.

12.1.5. The Division shall implement a Supplemental Employment Benefits (SEB) Plan which each employee shall access for pay during the health-related portion of Maternity Leave so that the employee shall receive 100% of her regular pay. An employee who is not eligible for Employment Insurance Benefits is entitled to access sick leave for the duration of the health-related portion of Maternity Leave. The Division shall pay its portion of required group insurance premiums described in Clause 19 during the health-related portion of Maternity Leave. The remainder of the Maternity Leave, not covered by the health-related portion, shall be taken at no cost to the Division.

12.1.6. Except for the health-related portion, Maternity Leave shall be without pay, sick allowance or vacation entitlement.

12.1.7. Continuation of benefits shall be conditional upon the employee paying the full cost of such plans during Maternity Leave other than the health-related portion.

12.1.8. The employee shall provide the Division with a copy of one Employment Insurance deposit statement.

12.2. Parental / Adoption Leave

12.2.1. The Division shall grant Parental Leave to an employee who has been employed for at least 90 days and is entitled to Maternity Leave as per clause 12.1 for a period of not more than sixty-two (62) consecutive weeks immediately following the last day of Maternity Leave.
12.2.2. The Division shall grant Adoption Leave to an employee who has been employed for at least 90 days and is the adoptive parent for a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for purposes of adoption.

12.2.3. Written notice of intent to take parental or adoption leave must be forwarded to the Division at least thirty (30) days prior to commencement of the leave.

12.2.4. Parental or adoption leave shall be without pay, benefits or sickness allowances and the period of absence will not be counted for the granting of experience increments. Upon returning to employment, there shall be full reinstatement of accumulated benefits as at the date of the commencement of the leave. Continuation of benefits shall be conditional upon the employee paying the full cost of such plans during Maternity Leave other than the health-related portion.

12.2.5. Provided the insurance carrier allows, employees may make arrangements through the Division office to prepay premiums for applicable benefits.

12.2.6. Upon the receipt of thirty (30) days notification of availability, the Division shall place the employee in their former position. If the former position does not exist, the Division will place the employee in a comparable position as soon as one becomes available.

12.2.7. A parent shall be granted one (1) day’s leave with pay and benefits for the birth or adoption of a child.

13. OTHER LEAVES

13.1. Bereavement Leave

13.1.1. For not more than five (5) days for the purpose of attending the funeral of deceased relatives. This provision shall apply in the event of death of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandchildren of spouse, brother-in-law or sister-in-law or other relative who is a member of the employee’s household.

13.1.2. For one (1) day plus reasonable travel time, to a maximum total of three (3) days to attend the funeral of aunt, uncle, niece, and nephew.

13.2. Critical Illness Leave

13.2.1. For not more than five (5) days for the purpose of attending the sick bed of critically ill relatives. This provision shall apply in the event of critical illness of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparent of spouse or other relative who is a member of the employee’s household.
13.2.2. Employees may be required to submit to the Division satisfactory proof by a physician confirming the need for Critical Illness Leave.

13.3. Family Medical Leave
13.3.1. Three (3) Family Medical Leave days with pay to attend to the medical needs of family members, living in the same household as the employee.

13.4. Extended Family Needs Leave
13.4.1. Two (2) Extended Family Needs Leave days with pay to attend to emergent needs, with prior approval from supervisor. The leave is more expansive than family medical leave and is intended to address situations that assist extended family members, outside the household.

13.5. Court/Jury Duty
13.5.1. Salary will be maintained, and no deduction will be made for the cost of the replacement if the employee is subpoenaed for court jury duty or as a witness, providing the employee reimburses any court-paid stipend to the Division.

14. PERSONAL DAYS
14.1. Employees shall be entitled to three (3) paid personal days per year.
14.1.1. It is understood that a day, under Clause 14.1, consists of any day of operation, normally scheduled to be worked by the employee, from which the employee requests leave for the purpose of accessing this entitlement.
14.1.2. All requests for personal days under clause 14.1 shall be made in advance to the Principal or designate prior to the beginning of the leave except in situations of an unforeseen or emergency nature in which case the employee’s request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.
14.1.3. Entitlements under Clause 14 cannot be carried forward from one school year to the next.

15. DISCRETIONARY LEAVE
15.1.1. Employees may request a leave of absence with or without pay subject to the approval of the Superintendent or designate.
15.1.2. All requests for leaves under clause 15.1 shall be made in prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee’s request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.
15.1.3. The Superintendent or designate may grant a leave of absence with or without pay or benefits up to one (1) school year conditional to the
employee having completed a minimum of three (3) years of unbroken service with the Division when the work of the department will not be seriously handicapped by their absence. Vacancies created by such leave, if filled, will be filled by temporary appointment.

15.1.4. A written request, establishing reasonable justification and duration of leave, must be submitted at least one (1) month prior to the commencement of the proposed leave to the Superintendent or designate. This written request must receive prior approval from the employee’s Principal before being forwarded to the Superintendent or designate.

15.1.5. Employees on leave of absence without pay for periods exceeding ten (10) consecutive working days shall not earn vacation or sick leave credits for the period of the leave.

15.1.6. The employee shall be required to pay the cost for all benefits while on leave longer than ten (10) consecutive working days.

16. **ROAD CONDITIONS**

16.1. An employee who, upon making reasonable effort to reach his/her place of employment from his/her normal place of residence, encounters an impassible public highway and is not able to be present at school, will be entitled to salary subject to a recommendation from the Principal or designate and approval from the Superintendent or designate. If the designate or Superintendent rejects the employee’s request for salary payment, the Superintendent shall communicate with the employee indicating in writing the reason for the rejection. The Superintendent shall consult with the employee and Principal before any final decision is made and that decision will be based on each individual case.

17. **HEALTH BENEFITS**

17.1. The Division shall contribute on behalf of all participating employees in group insurance plans at a rate of ninety (90)% of the total premium as follows:

17.1.1. ASEBP Extended Health Care Plan 1
17.1.2. ASEBP Dental Care Plan 3
17.1.3. ASEBP Vision Care Plan 3
17.1.4. ASEBP Life and Accidental Death and Dismemberment Schedule 2
17.1.5. ASEBP Long Term Disability Plan D

17.2. Participating employees shall be defined as all active permanent, temporary assignments greater than 3 months or probationary employees working at 0.25 FTE or greater.

17.3. Notwithstanding Clauses 17.1 and 17.2, the Division will prorate the premium for part-time employees working less than 0.4 FTE as per the following formula:
(n / FTE) x 90%

n = % of part-time FTE
FTE = 1

17.4. Any savings realized by the Division as a result of reduced employment insurance benefits shall be used by the Division to reduce its cost of insurance and health care.

17.5. The Board will establish for each eligible in-school support and custodial employee, a Health Spending Account (HSA) that will be administered in accordance with the Board’s agreement with the Alberta School Employee Benefit Plan (ASEBP) and adheres to Canada Revenue Agency (CRA) requirements.

In this article, eligible in-school support and custodial employee means a ten (10) month or twelve (12) month employee who has permanent, full-time or part-time status, is not on layoff, and who is employed as such on or before October 30th of each school year. Probationary, casual and temporary employees, as well as those on extended leave are not eligible to participate in the HSA program. Employees who attain permanent, full-time or part-time status subsequent to October 31st of any given school year will, if they continue to be employed by the Board, have an HSA established in the ensuing school year.

Eligible employees returning from layoff will have their HSA reinstated effective the date of return to work, if the return to work occurs prior to October 31st of the school year in which the employee is returned to permanent status, or in the next ensuing school year if reinstated subsequent to October 31st of any given school year.

Where eligibility for participation in the HSA has been established, the Board will contribute $500.00 per school year to the HSA for the benefit of each eligible employee and his/her dependent(s), any unused balance will be carried forward for a total accumulation of two (2) years. Employees leaving the employee of the Board will forfeit any unused balance subject to the runoff provisions as set out within the Boards administration agreement with ASEBP and the rules established by the CRA.

18. REGISTERED RETIREMENT SAVINGS PLAN
18.1. Effective September 1, 2019, after the employee has completed six (6) months continuous service, the Division and employee shall make equal payments of 6% each of monthly salary to an RRSP in the employee’s name at the designated provider. The employee’s portion is considered mandatory to receive the matching Board contribution.
19. **TERMINATION OF EMPLOYMENT**

19.1. The employee shall provide the Division, through their supervisor, with sufficient written termination notice as per the Employment Standards Code of Alberta.

19.2. Except in cases of termination for just cause, the employee shall receive written notice of termination, or termination pay in lieu of notice, at a value consistent with the provisions of the Employment Standards Code of Alberta.

19.3. An employee who is discharged shall receive his/her termination pay as soon as is reasonably possible after leaving the employ of the Division. An employee, who voluntarily leaves the employ of the Division, shall receive his/her wages and vacation pay to which he/she entitled at the regular pay day following the day on which he/she terminates employment.

19.4. An employee shall be considered to be terminated when:

   19.4.1. an employee is absent for three (3) consecutive working days without good and proper reason and/or without notifying the employer;
   19.4.2. an employee does not return from a leave of absence or vacation as scheduled without receiving the approval of the Division and/or designate;
   19.4.3. an employee has abandoned his/her position;
   19.4.4. an employee has resigned and completed service of employment;
   19.4.5. an employee has been served with applicable written notice, or termination pay in lieu of notice;
   19.4.6. an employee has been dismissed for just cause.

20. **SALARY ADMINISTRATION**

20.1. Employees shall be paid in accordance with the applicable schedules in Appendix “A” which shows the applicable range/increments for groups or classifications of employees covered by this Article.

20.2. Casual employees will be paid at the lowest rate of pay in the group established for the position assigned.

20.3. Employees shall be paid on or before the 25th of the month. Notwithstanding the foregoing, from September to June, employees shall receive their pay at the same period of time as teachers.

20.4. Payment shall be made by automatic bank deposit.

20.5. All staff working regularly scheduled hours will be paid in approximately equal monthly payments.

20.6. A 10-month employee, who is promoted or whose position is reclassified to a higher group shall be paid their greater of the minimum rate of the new salary range or a step in the new range, which is one (1) step higher than the employee’s present rate.

20.7. A 10 month employee whose position is reclassified to a lower classification or who is transferred to a position of a lower classification, due to organizational changes will retain the classification or transfer, until the rate of pay in the
classification to which the employee was transferred is equal to or higher than the old rate, at which time the employee will receive all subsequent increases applicable to the new classification.

21. **RELATED EDUCATION INCREMENT**

21.1. Effective September 1, 2008, a permanent employee who has successfully completed one or more of the following certificates or diplomas from a recognized post-secondary institution, will be granted a Related Education Increment in the form of fifty ($0.50) cents per hour in addition to their hourly salary:

- Early Childhood Educational Diploma;
- Library Technician Information Diploma;
- Teacher Assistant Certificate;
- Accounting Certificate;
- Office Administration Diploma;
- Building Operators B Certificate;
- Class 5 Power Engineer Certificate;

21.2. Diplomas or certificates of equal or greater value may be considered for the increment.

21.3. The diplomas or certificates referenced in Clauses 21.1 and 21.2 must be of an academic caliber deemed equivalent or superior to that offered by the Alberta collegiate system as determined by the Superintendent or designate.

21.4. The certificate or diploma must be related to the employee’s position.

21.5. The Division will continue to honor all Related Education Increment allocations in place prior to September 1, 2008.

21.6. The Related Education Increment will take effect on the month following the date the certificate of completion has been received and approved by the Superintendent or designate.

21.7. The Related Education Increment is not necessarily granted as a result of completion of any program supported by the Division under clause 8. Clause 8 and 23 shall be handled as two distinct and unrelated provisions.

22. **TRAVEL AND SUBSISTANCE**

22.1. Mileage/kilometer rates shall be paid to employees using their own automobile for business at the approved rate, set annually by the Division, when the duties are performed outside the appropriate municipality limits.

23. Nothing in this agreement shall be contrary to any governing laws and/or regulations.
APPENDIX A – SALARY SCHEDULE

Groups of individual positions are determined in accordance with the Employer’s classification plan.

Group 1  General Support Staff
Before and After School Care Worker
Canteen Worker

Group 2  Custodian
Before and After School Care Worker

Group 3  Learning Commons Technician
Before and After School Care Worker
Educational Assistant
Administrative Assistant I

Group 4  Lead Custodian

Group 5  Preschool Instructor

Group 6  Administrative Assistant II

Group 7  Lead Custodian/Maintenance

Group 8  Family School Liaison Worker or First Nations, Metis, Inuit Support Worker

Effective September 1, 2019

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