

FORT VERMILION SCHOOL DIVISION

TERMS OF EMPLOYMENT

SUPPORT STAFF AND BUS DRIVERS

2023

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TERMS OF EMPLOYMENT - SUPPORT STAFF AND BUS DRIVERS

PREAMBLE

WHEREAS it is the desire of the Board of Trustees of the Fort Vermilion School Division to:

1. Promote harmonious relations with all employees.
2. Encourage efficiency in operation.
3. Promote good morale, well-being and security to all employees.

AND WHEREAS it is desirable that matters pertaining to the working conditions of support staff and school bus drivers be in written form,

NOW THEREFORE the following Terms of Employment for support staff and school bus drivers have been established by the Board of Trustees of the Fort Vermilion School Division.

Terms of Employment Applicable to Support Staff and Bus Drivers

CLAUSE 1 TERMS OF EMPLOYMENT

1.1 All support staff and school bus drivers accepting employment with the Fort Vermilion School Division shall be governed by the terms of employment as outlined in this document.

1.2 The work day, for each class of support staff employee, shall be as follows:

Custodians: Normal work week shall consist of forty (40) hours. The specified hours per work day for each custodian shall be assigned collaboratively by the Supervisor of Maintenance, the Principal, and Head Custodian. Head Custodians/Sole Custodian, when available, are on call twenty-four (24) hours per day, seven (7) days per week.

Educational Assistants: Normal work schedule shall consist of thirty-two and one half (32.5) hours per week, unless otherwise assigned.

School Secretaries and Library Personnel: Normal work schedule shall consist of thirty (30) hours per week, unless otherwise assigned.

Maintenance and Bus Garage Personnel: Normal work schedule shall consist of forty (40) hours per week. Journeypersons, when available, are on call twenty-four (24) hours per day, seven (7) days per week.

Bus Drivers: Assignments are on route basis as assigned at the commencement of the school year or at any point during the year.

- 1.3 Although it is recognized that when an employee is hired and provided with a general job description, it is understood this may be altered to include other duties at the discretion of the immediate Supervisor.

CLAUSE 2 BOARD PREROGATIVE

- 2.1 All staff shall recognize the right of the Fort Vermilion School Division to operate and manage its schools in accordance with its commitments and responsibilities, and to make and revise the rules and regulations to be observed by its employees.
- 2.2 The Fort Vermilion School Division shall have the right to increase or decrease the number of staff as circumstances determine, including, but not limited to, increases or decreases in student enrolments.
- 2.3 The Fort Vermilion School Division shall have the right to hire, assign, discipline and discharge.

CLAUSE 3 PROBATION

- 3.1 New employees appointed to all support staff positions shall be on a one-year fixed term probationary contract starting from the date of commencement of employment.
 - a) An employee who resigns and is re-hired is considered to be a new employee for probationary and benefit purposes.
 - b) An employee who has successfully completed the probationary contract and loses his/her position due to no fault of their own and is re-hired to the same school/similar position within ninety (90) calendar days will not be classified as probationary.
 - c) An employee who has successfully completed the probationary contract and loses his/her position due to no fault of their own and is re-hired to a different school/significantly different position within ninety (90) calendar days shall be considered probationary for performance review/tenure; however, benefits will commence the first day of employment.

- d) An employee re-hired after a ninety (90) calendar day break in service will be considered a new employee.
- 3.2 During the first 90 calendar days of employment, employment may be terminated at any time for any reason without just cause and without notice or payment in lieu of notice. However, if employment is terminated after the first 90 calendar days during the one year fixed term probationary contract, one weeks' notice or payment of base wages in lieu of notice will be provided.
- 3.3 Benefits outlined in this agreement, other than Clause 7.2, Clause 3.1 b), 3.1 c) and Clause 10, do not apply during the first ninety (90) days of employment.

CLAUSE 4 DISCRIMINATION

- 4.1 The Fort Vermilion School Division, its servants and agents, agree that there shall be no discrimination, interference, restriction of coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of any protected ground pursuant to the *Alberta Human Rights Act*.

CLAUSE 5 TERM

- 5.1 These Terms of Employment take effect on September 1, 2023, and may be reviewed every three years.

CLAUSE 6 RESIGNATION

- 6.1 An employee is required to provide the Board with written notice of resignation as per the minimum requirement stipulated in the *Alberta Employment Standards Code*.

CLAUSE 7 SICK LEAVE

- 7.1 Sick leave with pay will be granted to the employee for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.
 - 7.1.1 The Superintendent or designate may grant reasonable travel time if required to visit a medical practitioner. Medical travel leave will be classified as sick leave. This leave will only apply to the medical travel for the employee's appointment and not to members of his/her family.
 - 7.1.2 Sick leave will apply only to the illness of an employee and not members of his/her family.

- 7.2 An Employee shall be entitled to one and a half (1.5) days per month of paid accumulative sick leave to a maximum accumulation of ninety (90) days.
- 7.3 Before any payment is made under the foregoing provisions the employee shall provide:
- (a) for illness of three (3) consecutive days or less – a medical note from a qualified medical or dental practitioner if requested.
 - (b) for illness greater than three (3) consecutive days – a medical note from a qualified medical or dental practitioner.
- 7.3.1 Any additional sick leave will be granted without pay.
- 7.4 The Superintendent or designate may require an employee to provide a medical certificate for any illness of three (3) consecutive days or less provided the employee is informed of this requirement prior to his/her return to duties.
- 7.5 The Superintendent or designate may require an employee to submit to a medical examination by a Board designated Doctor. The expense of this medical examination will be borne by the Board.
- 7.6 Employees shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the long term/extended disability provisions.
- 7.7 Provisions of this article shall not be applicable when an employee is on another leave without pay.
- 7.8 When an employee leaves the employment of the Board, all benefits contained under these provisions are canceled.

CLAUSE 8 MATERNITY/PARENTAL/ADOPTION LEAVE

- 8.1 Employees are entitled to maternity, parental, or adoption leave pursuant to the entitlement/requirements of the *Alberta Employment Standards Code*. If the employee has commenced their second year of employment, the cost of the employer portion of continued benefit coverage shall be at the employer's expense to a maximum of fifty-two (52) weeks.
- 8.2 The Board shall operate a SEB (Supplemental Employment Benefit) Plan. This SEB Plan shall only apply and be paid during the "health related period" of the maternity leave pursuant to (b) below. The benefit level (salary) paid under the plan shall be 100% of the Employee's regular weekly earnings for their work calendar. To benefit from this plan, the employee must:
- (a) have commenced their second year of continuous employment with this Board.

- (b) provide a medical certificate in which the employee's medical provider identifies the time period (to a maximum of 90 calendar days) the employee will be off work due to a pregnancy related medical condition.

Clause 8.2 does not apply to adoption of a child.

CLAUSE 9 PATERNITY LEAVE

- 9.1 Leave of absence without loss of salary shall be granted for paternal leave to a maximum of two (2) days within two weeks of childbirth or within the period of the date of birth and the time when both the mother and the child have left the hospital.

CLAUSE 10 LEAVE OF ABSENCE

It should be understood that the leaves of absence outlined in this section do not in any way detract from any entitlement to leaves of absence in the *Alberta Employment Standards Code*. To the extent there is overlap between the below leaves and those provided in the *Employment Standards Code*, the leave days permitted below shall also count towards the *Employment Standards Code* entitlements.

- 10.1 **Compassionate Leave:** The Superintendent or designate may grant a temporary leave of absence with pay up to a total of four (4) days and allow for a maximum of two (2) days travel, where necessary, when such absence is necessitated for reasons of critical illness and/or death of a member of the employee's family. The Superintendent or designate may request that the employee provide a medical certificate or some other proof satisfactory to the Superintendent or designate in support of the leave request. The word "family" shall be interpreted as meaning: husband, wife, son, daughter, brother, sister, parent, guardian, grandparents, great-grandparents, grandchild or other relative who is a member of the employee's household. This includes family members listed above with the terms "in-law" and "step".

The Superintendent or designate may grant additional compassionate leave with pay.

- 10.2 **Personal Leave:** Leave with pay for up to three (3) days per school year for personal reasons may be granted at the discretion of the immediate Supervisor, provided the educational program of the school or the operation of the Division is not disrupted and subject to the following:
 - (a) All requests are to be made in advance to the immediate Supervisor.
 - (b) The immediate Supervisor will review each request to ensure that serious disruption of the instructional program or the operation of the Division does not occur.

- 10.3 **Family Medical Leave:** An employee is entitled to three (3) days with pay in each school year to attend to the medical needs of family members living in their household or a child or parent who is not a member of the employee's household.

On the first day, this leave shall be approved by the Principal/Supervisor; however, in the event of the 2nd or more consecutive days, the leave will be approved by the Superintendent or designate.

The Superintendent or designate may request acceptable medical documentation from a qualified medical or dental practitioner. The Superintendent or designate will consider the following:

- a) Multiple family members using family medical leave at the same time;
- b) The use of multiple leave provisions consecutively and the impact on the student environment.

- 10.4 **Additional Leave:** Additional leave may be granted by the Superintendent or designate, with or without pay and benefits for a reasonable cause. Application for additional leave must be in writing.

10.5 **Upgrading Leave:**

- a) To qualify employees must have at least one (1) year of service with the Board.
- b) Request for leave must be presented to the Superintendent for approval not less than two (2) months prior to commencement of leave.
- c) The Superintendent may, at their discretion, grant Upgrading Leave; however, such leave must be at no salary cost to the Board.
- d) The employee granted Upgrading Leave shall be eligible for Board paid insurance benefits as per Clause 11.
- e) If the employee elects for Board paid insurance benefits, the employee agrees to a return of service agreement equal to the length of time in which benefits have been paid.

- 10.6 **Other Leaves of Absence:** A leave of absence is a written authorization for an employee to be absent from work without pay and without benefits for a definite period of time which has been approved in advance by the Superintendent or designate. The benefits which an employee shall not be eligible to accumulate or utilize are:

- a) accumulation of vacation credits
- b) accumulation of sick leave credits, or use of sick leave credits
- c) use of paid leaves of absence
- d) employer contributions toward group and health insurance plans.

All requests for leave of absence shall be made in writing and shall be made at least one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergent 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.

Any employee who has been granted a leave of absence and fails to return or report on the date granted, shall be deemed to have terminated his/her employment.

Leaves of absence, other than maternity leave, for periods of greater than eight (8) weeks, the Board may find it necessary to fill the vacancy on a permanent basis. In this event, the employee, on an extended leave greater than eight (8) weeks, shall be offered the first position available in the classification held by the employee before granting the leave.

- 10.7 **Jury Duty:** Leave of absence without loss of salary shall be granted for Jury Duty or any summons related thereto provided that the Jury stipend accumulated during paid absences (excluding allowances and/or expenses) are reimbursed to the Board.
- 10.8 **Court Appearance:** Where an employee is summoned by subpoena to testify as a witness in a court proceeding involving an indictable offense, the employee will be granted leave of absence without loss of salary on the provision that the legal stipend accumulated during paid absences (excluding allowances and/or expenses) are reimbursed to the Board.
- 10.9 **Leave Provisions:** In the event an employee's position is part-time or employment starts after the commencement of the year or employment ends prior to the end of the year, the amount of leave provisions will be pro-rated and pay may be deducted on the final paycheck. Leaves in this case will accumulate to the nearest half day.

CLAUSE 11 BENEFITS

- 11.1 When enrolment and other requirements for a group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 11.2 Subject to the provisions of the Fort Vermilion School Division Employee Benefit Plan, all current and newly appointed employees, except casual employees and those identified in Clause 16.5 (a), shall be required to join the mandatory benefits (see Clause 11.4).
- 11.3 Notwithstanding Clause 11.2, it is understood that where there is a duplication of the benefits because the spouse of the employee has the same or similar plan to Fort Vermilion School Division Employee Benefit Plan, employees may opt out with the following exceptions: life insurance, accidental death and dismemberment, and long term/extended disability.
- 11.4 The Board shall contribute towards the costs of the various premiums as follows:

- a) Alberta School Employee Benefit Plan, Extended Health Care Plan 1 - 100% of each full-time employee's monthly premium.
 - b) Alberta School Employee Benefit Plan, Dental Care Plan 3 - 100% of each full-time employee's monthly premium.
 - c) Alberta School Employee Benefit Plan, Vision Care Plan 3 - 100% of each full-time employee's monthly premium.
 - d) While an employee is receiving Long Term Disability benefits, the Board will pay benefit premiums for Dental and Vision at the same level as the employee was receiving prior to receiving Long Term Disability benefits.
- 11.5 It is understood that an employee who becomes eligible for receipt of disability benefits as provided in the Fort Vermilion School Division Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits.
- 11.6 The Board shall retain the employee's portion of the Canada Employment and Immigration Commission rebate. The premium shall be recognized as the employee's contribution towards the benefits provided.
- 11.7
- a) Employees who work less than full time, the Board shall pro-rate the level of its contribution to the benefit premiums.
 - b) Bus Drivers are considered full-time employees for benefit purposes.
 - c) The Board will pay the July and August premiums for full-time ten (10) month employees.
- 11.8 For ten (10) month employees who work less than full time, the Board shall deduct the employee's share of July and August benefit premiums pro-rated over the months worked.
- 11.9 If, for whatever reason, the part time/full time employee's position ends on or prior to the last day of school, all benefits shall terminate effective the last day of work. Any payments contributed by the employee towards July and August benefits will be refunded to the employee.
- 11.10 Other than the provisions stated in Clause 11.3, all current and newly appointed employees, except casual employees and those identified in Clause 16.5 (a) and Clause 11.9, shall be required to maintain benefits through July and August.

CLAUSE 12 HEALTH/WELLNESS SPENDING ACCOUNT

- 12.1 Health Spending Account (HSA) – the Board shall implement a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) rules and is administered by Alberta School Employment Benefit Plan for the benefit of each eligible employee and

the employee's spouse and dependents. The Board shall contribute seven hundred and twenty-five dollars (\$725.00) for each full-time eligible employee. Employees who work less than full time, the Board shall pro-rate the level of its contribution. Such amount shall be provided in equal monthly installments. Any unused balance shall be carried forward to the extent permitted by CRA. Support staff leaving the employment of the Board for any reason will forfeit any remaining balance after the expiry of the established time to submit expenses. An employee means any employee on a continuing, probationary, or temporary contract.

12.1.1 The Board shall contribute to the Health Spending Account (HSA) for the first sixteen (16) weeks of maternity leave. The Health Spending Account will remain active for the duration of the parental leave, but no further credits will be contributed to the HSA during this time.

12.2 Wellness Spending Account (WSA) – the employee may choose to allocate the full or partial contribution of seven hundred and twenty-five dollars (\$725.00) from the Health Spending Account into a Wellness Account. The money then becomes taxable (WSA) and adheres to Canada Revenue Agency (CRA) rules and is administered by Alberta School Employment Benefit Plan for the benefit of each eligible employee. This decision must be made annually based on communications from Alberta School Employment Benefit Plan.

CLAUSE 13 LOSS OF SALARY

13.1 No employee shall receive a lesser rate of pay under this Terms of Employment than that to which he/she was entitled to under the previous Terms of Employment.

CLAUSE 14 TRAVEL IN A PRESCRIBED AREA

14.1 Deducted from grid salary will be a travel allowance as described in the Northern Living Allowance. The amount of six thousand dollars (\$6,000.00) per annum will be allocated to holiday travel and the amount of two thousand five hundred dollars (\$2,500.00) per annum will be allocated to medical travel. These funds will be remitted to staff on a monthly basis. Both allocations will be identified on the employee's T4 statement.

CLAUSE 15 EMPLOYER SPONSORED R.R.S.P.

15.1 All eligible staff will have the option of contributing to an employer sponsored R.R.S.P. When an eligible employee contributes, the Board will match - dollar for dollar - the contributions of the employee to the maximum defined in the grid below.

<u>Consecutive Service</u>	<u>Percentage of Salary</u>
0 to end of 03 months	0%
after 03 months	2%
after 01 year	3%
after 04 years	4%
after 09 years	5%
after 14 years	6%
after 19 years	7%

- 15.2 The employee must be contributing to their own or a spousal plan to receive Board contribution.
- 15.3 “Salary” is defined as being actual monthly salary paid, i.e., if “leave without pay” is taken, the Board contribution will be reduced accordingly.
- 15.4 If an employee is on long term/extended disability benefits, no Board contribution will be given.
- 15.5 If the employee at any time makes a withdrawal of any of the Board’s or the employee’s matching portion of his/her R.R.S.P. the Board will not contribute until he/she reaches 3⁺ years of service again from the date of the withdrawal. The Board shall reinstate contributions based on the employee’s consecutive years of service upon re-commencement of contributions.
- 15.6 At no time will Board contributions exceed the amount that the employee contributes per month.
- 15.7 The employee may decide to suspend contributions for a period of time and this would not impact on the percentage of salary contribution the Board was prepared to make in the event that the employee chooses to reinstate his/her contributions.
- 15.8 Those employees wishing to participate should contact the Payroll office.

Terms of Employment Unique to Support Staff

CLAUSE 16 SALARY APPLICABLE TO SUPPORT STAFF

- 16.1 Placement on the salary grid shall be determined at the time of hiring by Central Office taking into consideration the following:
- a) The employee's related full time equivalent experience.
 - b) No new Educational Assistant shall be placed higher than STEP 3 on the grid except those with directly comparable experience. No other new employee shall be placed higher than STEP 4 on the grid except those with directly comparable experience.
 - c) The employee's formal education/courses.
 - d) Placement in pay groups A1, B1 and D1 will occur for individuals who have up to and including grade 12 education.
 - e) Placement in pay groups A2 and B2 will occur if:
 - an individual has successfully completed a Post-Secondary Certificate or Diploma from a Canadian Accredited Institution that requires a minimum of thirty (30) credit hours OR
 - an individual has completed a minimum of thirty (30) credit hours towards a Bachelor's degree at a Canadian Accredited Institution OR
 - an individual has completed a Bachelor's degree at a Non-Canadian Institution
 - f) Placement in pay group D2 will occur if the individual has successfully completed a Post Secondary Certificate program or higher from a Canadian Accredited Institution that directly relates to their current position.
 - g) Placement in pay groups A3 and B3 will occur if:
 - an individual has successfully completed a Bachelors' degree from a Canadian Accredited Institution OR
 - an individual has successfully completed a College Diploma from a Canadian Accredited Institution that directly relates to their current position.
 - h) Post-secondary degrees/diplomas will not count toward placement in pay groups A2/A3, D2 and B2/B3 unless they are from a Canadian Accredited Institution or documentation is presented indicating the Degree/Diploma is equivalent to a Canadian Degree/Diploma.
 - i) For post-secondary training to be considered for salary grid placement, an employee shall provide a copy of the transcript to be moved into a higher pay group. If the transcript is received within ninety (90) calendar days the salary adjustment

will be retro-active to employment start date. If the certificate is received after ninety (90) calendar days the salary adjustment will be effective on the first day of the month following submission of the transcript.

- 16.2 Support staff who substitute for another employee in the same position will be paid according to their regular salary grid placement.
- 16.3 Support staff who substitute as a Classroom Supervisor for 3 or more hours during their regular hours of work will be paid an additional hour according to their regular salary grid placement.
- 16.4 For all support staff covered in the Terms of Employment, additional hours worked will comply with the *Alberta Employment Standards Code*.
- 16.5 a) Employees working less than twenty (20) hours per week are not entitled to benefits.
- b) Employees working twenty (20) hours or more per week shall be eligible to receive all employee benefits as outlined in this schedule. This includes temporary employees working at least 20 hours per week for more than three months in the same position.
- 16.6 The classification and salary schedule for ten (10) month support staff shall be as follows:

Educational Assistants	Pay					
	Group	Step 0	Step 1	Step 2	Step 3	Step 4
Educational Assistant I	D1	23.00	25.00	27.00	29.00	31.00
Educational Assistant II	D2	25.00	27.50	30.00	32.00	35.00

Librarian Assistants	Pay						
	Group	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Student Support I	A1	21.31	22.39	23.53	24.62	25.73	26.82
Student Support II	A2	23.53	24.61	25.74	26.84	27.93	29.05
Student Support III	A3	25.73	26.82	27.96	29.03	30.15	31.27

Secretaries	Pay						
	Group	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Secretary I	B1	25.39	26.31	27.23	28.15	29.07	30.00
Secretary II	B2	27.23	28.15	29.07	29.98	30.94	31.84
Secretary III	B3	29.07	29.98	30.91	31.82	32.77	33.68

- 16.7 Employees who are hired to provide Nutrition Support will be placed on the Educational Assistant Salary Grid.
- 16.8 The classification and salary schedule for twelve (12) month support staff shall be as follows:

12 Month Job Class	Hours/ week	Pay Group	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian	40	G5	42,898	44,573	46,251	47,920	49,589	51,268	52,942	54,615
Maintenance Person I	40	G13	46,255	47,926	49,608	51,279	52,957	54,624	56,305	57,974
Maintenance Person II	40	G14	55,386	57,248	59,125	60,982	62,858	64,725	66,593	68,463
Apprentice	40	G17	48,642	53,275	57,907	62,539	N/A	N/A	N/A	N/A
Journey person	40	G18	77,879	79,753	81,617	83,489	85,354	87,218	89,090	90,957

Custodian and Maintenance Person I: to be placed in this group the employee must have up to and including grade 12 education.

Maintenance Person II: to be placed in this group the employee must have grade 12 plus a minimum of one year related education (minimum of thirty (30) credit hours) or job related certificate from an accredited university/college.

Apprentice: To move from one step to the next, the apprentice must provide proof, from Alberta Apprenticeship and Industry Training, of successful completion of the appropriate apprenticeship period. After successful completion of the apprentice program, the employee shall provide a copy of the journey person certificate to be moved to Step 0 of the Journey person pay group. If the certificate is received within ninety (90) calendar days, the salary adjustment to the Journey person pay group will be retro-active to the certificate issue date. If the certificate is received after ninety (90) calendar days, the salary adjustment will be effective the first day of the month following submission of the certificate.

Journey person: To be placed in this group the employee must provide proof of license appropriate to position.

NOTE: To determine hourly rate for:

7 hour - 12 month employees - Divide annual salary by 1820 (annual hours)

8 hour - 12 month employees - Divide annual salary by 2080 (annual hours)

Casuals	Pay Group	Pay Rate
Non-substitute, temporary employees	J1	\$18.00 to \$20.63/hour
Other casual employees	J2	\$20.63/hour
Classroom Supervisors (uncertified teacher substitutes) - Based on a 7 hour day	J3	\$72.63/half day \$145.25/full day

CLAUSE 17 ADDITIONAL ALLOWANCES - SUPPORT STAFF

- 17.1 No additional allowances will be paid for such things as clothing allowances and supervising allowances as they have been taken into consideration and reflected in the grid for each category.
- 17.2 Head Custodians shall be paid an additional allowance of \$0.92 per square meter per annum for supervision of custodial staff.
- 17.3 Head Custodians/Sole Custodian shall be paid a travel allowance of eight hundred thirty dollars (\$830.00) per year for the first assigned school and five hundred nineteen dollars (\$519.00) per year for each additional assigned school.
- 17.4 Duties included under the additional allowance and travel allowance paid to Head Custodians/Sole Custodian will include ensuring the daily checking of assigned facilities to confirm the proper operation of all HVAC systems and verification of the security of the facilities.

CLAUSE 18 VACATIONS - SUPPORT STAFF

- 18.1 All regular twelve (12) month employees are entitled to accrue annual vacation as outlined below:

0 to 7 Consecutive Years:

1.25 days per month or three (3) weeks per year worked.

After 7 Consecutive Years:

1.67 days per month or four (4) weeks per year worked.

After 15 Consecutive Years:

2.08 days per month or five (5) weeks per year worked.

After 22 Consecutive Years:

2.5 days per month or six (6) weeks per year worked.

- 18.2 Annual vacation for twelve (12) month employees shall be taken at a time mutually agreed upon or as directed by the immediate Supervisor. The immediate Supervisor must ensure that serious disruption of the instructional program or the operation of the Division does not occur.
- 18.3 a) Annual vacation shall be taken each school year for the total number of days earned except if approval to accumulate vacation is granted as per clause 18.3 (b).
- b) An employee, with prior approval from the Superintendent or his designate, may carry forward not more than one-third (1/3) of his/her total annual vacation to the next school year.
- c) After Clause 18.3 (b) has been applied, an employee, with prior approval from the Superintendent or his designate, will be paid out for unused annual vacation time, understanding that such a payout would only be in a rare scenario and approved by the Superintendent and that the standard default system requires employees to use all their vacation annually.
- 18.4 All ten (10) month support staff will be paid their vacation pay on each pay cheque. The amount of vacation pay is based on the following grid:

Consecutive Years of Service	Percentage of Salary
0 to 07	6%
after 07	8%
after 15	10%
after 22	12%

CLAUSE 19 HOLIDAYS - SUPPORT STAFF

- 19.1 All twelve (12) month employees are entitled to the following paid holidays as designated by the Alberta *Employment Standards Code*: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- 19.2 All twelve (12) month employees are entitled to the following Civic Holiday: Alberta Heritage Day (first Monday in August).
- 19.3 All twelve (12) month employees are entitled to the following holidays: Easter Monday, Boxing Day and one additional day at Christmas, and any other day duly proclaimed as a National, Provincial or Civic holiday. The additional day at Christmas shall be granted to give five (5) consecutive days off, including the weekend, as follows: on December 24th when Christmas Day falls on a Tuesday, Thursday, Friday or Saturday; on December 27th when Christmas Day falls on a Monday or a Wednesday; or on December 28th when Christmas Day falls on a Sunday.

- 19.3.1 All twelve (12) month employees are entitled to a day off when National Day for Truth & Reconciliation falls on a weekday.
- 19.4 Ten (10) month employees shall only be paid for those paid holidays for which they are eligible under the Alberta *Employment Standards Code* or days which are specifically authorized as holidays by the Board.

CLAUSE 20 CASUAL LABOUR - SUPPORT STAFF

- 20.1 None of the benefits listed in the schedule apply to casual labour and those employees described in Pay Group J1 except as outlined in Clause 20.2 below.
- 20.2 Payment for vacation pay for casual employees, and those employees described in Pay Group J2, shall be as per the Alberta *Employment Standards Code*.
- 20.3 The specific hours worked by casual employees per day shall be assigned by the immediate Supervisor and governed by the provisions of the Alberta *Employment Standards Code*.
- 20.4 An employee hired to do casual labor will be paid in accordance with Pay Group J2.

Terms of Employment Unique to Bus Drivers

CLAUSE 21 SALARY APPLICABLE TO BUS DRIVERS ONLY

21.1 The classification and salary schedule for Bus Drivers shall be as follows:

km of Route	Pay Group	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
0 – 25	BD25	13,446	13,802	14,157	14,512	14,868	15,223	15,579	15,934
26-49	BD49	14,527	14,882	15,238	15,593	15,949	16,304	16,659	17,015
50-74	BD74	15,652	16,008	16,363	16,719	17,074	17,430	17,785	18,140
75-99	BD99	16,779	17,134	17,490	17,845	18,201	18,556	18,911	19,267
100-124	BD124	17,905	18,260	18,615	18,971	19,326	19,682	20,037	20,392
125-149	BD149	19,030	19,385	19,741	20,096	20,452	20,807	21,163	21,518
150-174	BD174	20,157	20,512	20,867	21,223	21,578	21,934	22,289	22,644
175-199	BD199	21,282	21,638	21,993	22,348	22,704	23,059	23,415	23,770
200 -299	BD299	25,785	26,141	26,496	26,852	27,207	27,562	27,918	28,273
300 +	BD300	29,209	29,564	29,920	30,275	30,630	30,986	31,341	31,697

21.2 a) Placement on the salary schedule will be determined by the total kilometres driven during a driver's regular route. Movement from one Pay Group to another during the school year will be effective on the first of the month following the change.

b) Placement on the salary schedule will be determined by the number of years of experience calculated on the first day of each school year. Movement from one Step to another will occur on the first of the month closest to the employment anniversary date.

21.3 Ten (10) full months of service shall constitute one (1) year of experience.

21.4 Bus drivers will be paid their vacation pay on each pay cheque. The amount of vacation pay is based on the following grid:

Consecutive Years of Service	Percentage of Salary
0 to 07	6%
after 07	8%
after 15	10%
after 22	12%

21.5 Other than inclement weather days and/or approved leaves, bus drivers will lose one (1) day's salary for each instructional day they do not drive.

- 21.6 Regular bus drivers shall only be paid for those paid holidays for which they are eligible under the Alberta *Employment Standards Code* or days which are specifically authorized as holidays by the Board.

CLAUSE 22 COMPENSATION FOR SPECIAL TRIPS - BUS DRIVERS

- 22.1 For all special trips not otherwise covered in this schedule, drivers shall be paid according to the following:
- (a) Driving and/or non-driving time up to a maximum of thirteen (13) hours driving and two (2) hours non-driving time per day, as per the National Safety Code is \$23.28.
 - (b) Where overnight stays are required, subsistence will be paid in accordance with Division Policy.
- 22.2 Each driver shall, for each special trip, log the time and mileage involved on the prescribed form and forward it to the Director of Essential Services, or his designate, after the Supervising Teacher has signed it.
- 22.3 During waiting time, drivers may be required to assist in the supervision of students where applicable. It is understood that drivers are entitled to a night's rest period following a full day of driving.
- 22.4 Drivers of buses for special trips shall, when possible, be given at least five (5) full working days' notice of the extra trip involved.
- 22.5 It is the intent that a qualified driver will be used for all extra-curricular trips. Extra-curricular trips that require a regular driver are to be taken in turn by the regular drivers commencing with the driver of the lowest numbered route at each school or groups of schools. If the driver cannot make the trip, it shall be the Director of Essential Services' responsibility to assign the next regular driver to the trip.
- 22.6 When a driver is on a special trip exceeding eight (8) hours he/she is not entitled to the regular grid salary.
- 22.7 Claims for payment for special trips shall be made pursuant to the Board's regular payroll system.

CLAUSE 23 OTHER COMPENSATION - BUS DRIVERS

- 23.1 Drivers of buses transporting students to CTS classes during the school day shall be paid \$69.84 per trip.

- 23.2 Drivers are entitled to claim payment of \$23.28 per hour for service trips to the Divisional bus garage and for time spent at Superintendent or designate approved upgrading courses/seminars.
- 23.3 The Director of Essential Services, upon prior approval, may authorize the reimbursement of costs for successful road tests for new drivers.
- 23.4 Drivers required to report for work for "Non-Scheduled" trips on the authorization of the Director of Essential Services, shall be paid a minimum of two (2) hours.
- 23.5 Drivers assigned a wheelchair bus will be paid four thousand and six hundred sixty-nine dollars (\$4,669) per annum as long as a wheelchair student is assigned to that bus route paid at 1/10 per pay cheque.

CLAUSE 24 ADDITIONAL PAYMENTS FOR REGULAR BUS DRIVERS

- 24.1 Regular drivers shall receive three hundred twenty-five dollars (\$325.00) per annum for plugging in their buses during the winter months or as required. Payment shall be made once per year at the end of March.
- 24.2 The Board, upon presentation of the applicable bill, will pay the cost of a successful medical for all bus drivers as required, i.e. every five (5) years for those under forty-five (45) years of age, every two (2) years for those between forty-five (45) and sixty-four (64) years of age and annually for those over sixty-five (65) years of age.

CLAUSE 25 SUBSTITUTE OR TEMPORARY DRIVER PAY

- 25.1 Substitute or temporary drivers shall be paid a daily rate of Step 0 and pay group for the applicable route for each day that they drive.
- 25.2 It is the responsibility of the regular bus driver to notify the Director of Essential Services or designate WHEN AND WHY a substitute driver is utilized. This notification shall be made on the same day (or prior, if possible) as the leave is taken.

CLAUSE 26 TRANSPORTATION TO ANNUAL MEETINGS

- 26.1 Up to three (3) buses shall be made available for transportation of bus drivers to attend their annual meeting which is to be held within the Fort Vermilion School Division boundaries.

CLAUSE 27 INCREASES OR DECREASES TO NUMBER OF BUS DRIVERS

27.1 The Board shall have the right to increase or decrease the number of bus drivers, to maintain efficient operations, including but not limited to increases or decreases in student enrollments and distribution of the student population.

CLAUSE 28 OTHER LEAVES

28.1 Leave without pay may be granted by the Superintendent or designate for reasonable cause.

- a) The number of days will be limited to a maximum of ten (10) days per school year, not including the unpaid leaves stipulated in the *Alberta Employment Standards Code*.
 - b) Benefits will not be deducted for day to day leave without pay until a bus driver is in excess of five (5) consecutive days.
- 28.2 For leave without pay and/or the use of multiple leave provisions consecutively, a written request to the Superintendent or designate is required, or the use of multiple leave provisions consecutively. The leave may be approved with or without benefit deductions.