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**Agreement**

**THE CALGARY BOARD OF EDUCATION**

**AND**

**THE CALGARY BOARD OF EDUCATION  
STAFF ASSOCIATION  
FOR PROFESSIONAL SUPPORT STAFF**

**JANUARY 1, 1999 - DECEMBER 31, 2001**

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### **APPENDIX C**

**LETTERS OF UNDERSTANDING/INTENT  
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THIS AGREEMENT made this 4<sup>th</sup> day of November 1999.

BETWEEN:

THE CALGARY BOARD OF EDUCATION  
hereinafter called "The Board"

OF THE FIRST PART

and

THE CALGARY BOARD OF EDUCATION STAFF ASSOCIATION FOR  
PROFESSIONAL SUPPORT STAFF  
hereinafter called "the Association"

OF THE SECOND PART

### ARTICLE 1 - PURPOSE

- 1.1 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Association, to promote co-operation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Association.

### ARTICLE 2 - DURATION AND TERM OF AGREEMENT

- 2.1 This Agreement shall be in full force and effect as of the first day of January, 1999 and shall continue in full force and effect through the thirty-first day of December, 2001 and from year to year thereafter, unless terminated or amended in the manner hereinafter provided.
- 2.2 Either party desiring to amend or terminate this Agreement shall give notice in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty days (120) immediately preceding the expiry date of this Agreement.
- 2.3 During any period of negotiations, the parties may by mutual consent agree to extend this Agreement for a specified period of time.
- 2.4 During the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes, slow downs or stoppages of work on the part of the employees, nor any lockout on the part of the Board.

### ARTICLE 3 - DEFINITIONS

- 3.1 "Association" shall mean the Calgary Board of Education Staff Association.

- 3.2 "Board" shall mean the Calgary Board of Education, and shall include an officer or delegate thereof.
- 3.3 "Common-law" spouse is defined as a partner in a relationship where the individuals have been cohabiting for a minimum of one (1) year or a child has resulted from the union, and is documented by the most current declaration by the employee in the personnel file with the Board.
- 3.4 A "permanent" employee means a person who occupies a "permanent position" established by the Board and who has successfully completed a probationary period of six (6) months.
- 3.4.1 A "permanent position" is a position established by the Board, including a ten-month position, the existence of which has been or is intended to be of a continuous nature.
- 3.5 A "probationary" employee is one who serves a six (6) month review period when initially employed in a permanent position with the Board, and whose employment may be terminated at Management's discretion anytime during those first six (6) months. This six (6) month probationary period may be extended by agreement between Management and the Association.
- 3.6 A "temporary" employee is one who is employed for the purpose of filling a position which has temporarily become vacant as a result of the absence of a permanent employee or as a result of a project or activity, the duration of which is less than nine (9) months, or such longer period of time which is mutually agreed to by both parties on a case-by-case basis, and whose employment may be terminated at Management's discretion.
- 3.7 Ten-month employees shall be probationary or permanent employees occupying positions designated by Management as ten-month positions.
- 3.8 "Trial period" is a six (6) month review period served by a permanent employee who transfers by means of a posted vacancy or who has received a promotion from one permanent position to another permanent position, commencing with the effective date of such transfer or promotion.
- 3.9 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa where the context of the party or parties hereto so require.

#### ARTICLE 4 - RECOGNITION AND APPLICATION

- 4.1 The Board and the Association agree that this Agreement shall cover those Professional Support Staff employees whose bargaining rights are included under Certificate No. 524-92. It shall not cover positions listed as excluded in the Certificate and further positions excluded by mutual agreement or by amendments to the Certificate and positions listed in Appendix "B" of this Agreement.
- 4.2 No employees shall be discriminated against by either party or jeopardized in employment status or suffer any loss of employment because of exercising any right provided by law or by this Agreement.
- 4.3 No union activity, including grievance handling, by any employees of the Staff Association, shall take place on Board property, at work sites, or during working hours, without the permission of Management responsible for the school or respective work area. Such permission shall not be unreasonably withheld.

#### ARTICLE 5 - CONTRACTING OUT

- 5.1 No permanent employee will lose their employment, or suffer a reduction in regular wage/salary, or regular hours, solely as a result of contracting out.
- 5.2 Where the use of contracted services is contemplated by the Board, the process outlined in the Letter of Understanding Re: Contracting Out (Appendix "C") will be implemented.
- 5.3 Any decision to contract out services will be done in an open, honest and ethical manner.

#### ARTICLE 6 - EMPLOYMENT, JOB POSTINGS, PROMOTIONS, TRANSFERS, AND PROBATIONARY/TRIAL PERIODS

##### EMPLOYMENT

- 6.1 All applicants selected for permanent positions, other than personnel presently employed in permanent positions, shall be required, prior to final approval of appointment, to establish such evidence of medical fitness as may be required by the Board.

## JOB POSTINGS

- 6.2.1 Vacancies for permanent positions will be posted in a central location in schools and administrative buildings for eight (8) working days (or five (5) working days when posted electronically) except for:
- a) vacancies filled pursuant to provisions in Clause 32.2 (administrative transfers);
  - b) when staff are pending recall pursuant to Clause 8.5 (recall procedures).
- 6.2.2 A permanent position, which is temporarily vacant and is occupied by a temporary employee as defined in Clause 3.6, will then be posted in accordance with this clause.
- 6.3 A copy of the posting or an Email of the posting of the vacancy shall be forwarded to the office of the Staff Association. When an appointment has been made, the Board will provide notification of the appointee's name, former position and new position to the Staff Association within fourteen (14) days thereof. In addition, the appointee's name, address and service date will be provided to the Staff Association within thirty (30) days thereof.

## PROMOTIONS AND TRANSFERS

- 6.4.1 Preference for promotion and consideration for transfer shall be given to applications from permanent employees on the basis of qualifications for the applicable positions. Applications for transfer will not normally be considered from employees who have less than ten (10) months' service in their present positions. All relevant attributes, including skills, training, knowledge, efficiency and personal suitability, shall be considered in evaluating qualifications prior to the interviewing process. The final determination of candidates to be interviewed is the responsibility of the Human Resources designate.
- 6.4.2 A fair, objective interview and selection process will be used to identify the level of qualification including skills, knowledge, training, experience, efficiency and personal suitability of each candidate.
- 6.4.3 When qualifications are equal, seniority shall prevail.
- 6.4.4 Normally, successful employee applicants shall be appointed to the new positions within fourteen (14) days from the date of selection; and where such an appointment has been made, the Staff Association shall be notified within fourteen (14) days thereof.

## PROBATIONARY/TRIAL PERIODS

- 6.5.1 All new employees to the Board shall serve a six (6) month probationary period as described in Clause 3.5.
- 6.5.2 A permanent employee who receives a promotion to a permanent position, or whose position is reclassified, shall have a trial period of six (6) months (as per Clause 3.8). If the employee does not wish to remain in the position or proves unsatisfactory during the trial period, Management shall place the employee in their former permanent position, or its equivalent, as soon as possible.
- 6.5.3 Refusal to accept a reasonable transfer will be deemed to be a resignation, effective immediately.

## ARTICLE 7 - TERMINATION

- 7.1 Employees shall give the Board at least one (1) month's notice should they decide to terminate employment.
- 7.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.5, 3.6 and 31.2, the employee shall receive written notice of termination of employment of at least:
- a) two (2) weeks, if the employee has been employed by the employer for less than four (4) years;
  - b) four (4) weeks if the employee has been employed for four (4) years or more but less than six (6) years;
  - c) five (5) weeks if the employee has been employed for six (6) years or more but less than eight (8) years;
  - d) six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years, or
  - e) eight (8) weeks if the employee has been employed for ten (10) years or more, or a sum of money equal to the wages the employee would have earned if the employee had worked their regular hours of work for the period of notice applicable together with the money that is at least equal to the wages an employee would have earned, if such employee had worked their regular hours of work for the period of notice applicable to the employee under this clause, that is not given.
- 7.3 Volunteers will not be used to replace or reduce the FTE of permanent employees.

## ARTICLE 8 - LAY-OFF AND RECALL

8.1 The Board recognizes the principle that job security should increase with the length of continuous service with the Calgary Board of Education.

8.2 In the event that a reduction of Professional Support Staff is necessary, the Board will seek to effect this reduction through attrition.

8.3 When lay-off of permanent employees becomes necessary, the Board shall evaluate each employee in the affected situation, on the basis of all relevant attributes, to determine which employee(s) shall be retained and which employee(s) shall be given lay-off notice.

Relevant attributes shall be the qualification and demonstrated competence respecting the work to be done.

Where such relevant attributes are equivalent, lay-off shall be on the basis of continuous full-time employment (or equivalent) with the Board.

8.4 Permanent employees laid off pending recall shall be given six (6) weeks' notice, in writing, or four (4) weeks' salary in lieu of notice. The employee who is laid off shall submit a present address and telephone number to Human Resources.

8.5 Employees laid off in accordance with this Article shall retain recall rights for a period of one (1) year from the date of actual lay-off. Employees shall be recalled on the basis of relevant attributes as outlined in Clause 8.3 and seniority when relevant attributes are equivalent.

Employees being recalled shall be notified by the Board by registered mail to the employee's last known address on file.

The recalled employee(s) shall notify the Board of their intent within five (5) working days from the date of receipt of the notice as determined by the records of registration. Recalled employees who do not notify the Board within the aforementioned time frame shall be deemed to have terminated their employment with the Board.

## ARTICLE 9 - SALARY ADMINISTRATION

### PAY DAY

9.1.1 Payday shall be every second Friday. Employees shall receive with each payday, a statement showing deductions and adjustments and their pay shall be deposited into

the employee's bank account. If a payday falls on a general holiday, then the payday shall be the preceding Thursday.

- 9.1.2 Ten (10) month employees shall receive an annual salary divided into twenty-two (22) equal pays, the first of which shall occur at the end of the pay period in which the first day worked for the new school year has taken place.

### SALARY SCHEDULE

- 9.2 Applicable ranges for groupings of classifications of employees covered by this Agreement shall be according to the Salary Schedules, attached and marked Appendix "A".
- 9.3 Employees shall be paid in accordance with the applicable schedules in Appendix "A".
- 9.4 New employees normally start at the minimum of the salary range in the appropriate schedule. However, past relevant experience will be considered in establishing the employee's starting salary. Relevant experience will be considered when experience is in an identical or very similar type of work and following appropriate certification.
- 9.5 Rates other than those listed in Appendix "A" may be established only by mutual agreement of both parties.

### INCREMENTS

- 9.6 Increments shall become effective as of the anniversary date of the employee's employment date. Where performance is deemed by Management to be unsatisfactory, an increment may be withheld.

### SUBSEQUENT PLACEMENTS

- 9.7.1 The salary of an employee who is qualified and selected to serve in a position in a higher grouping shall normally be placed at the minimum of the new range if it exceeds the employee's former salary, or to an appropriate position within the range if the employee's former salary exceeds the minimum of the range.
- 9.7.2 An employee who is temporarily appointed to a supervisory position for a period exceeding four (4) consecutive weeks shall have their salary increased by ten percent (10 %) of gross for the period of appointment. The salary increase shall be payable from the date the appointment becomes effective.

9.7.3 An employee who is placed into a position affected by the terms and conditions of employment for the Professional Support Staff from another position within the Calgary Board of Education, whether it be unionized or not, shall not suffer a reduction in total compensation (defined as salary plus applicable allowances). If the total compensation is within the range of the employee's new grouping, the employee shall be eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the range.

If the total compensation is over range, then that salary shall be "red circled" until such time that the maximum of the range exceeds the total compensation. At that time, the employee shall become eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the range.

### JOB CLASSIFICATION

9.8.1 When new position descriptions are to be classified, or changes to existing position descriptions are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled "Clause 9.8.1 - Job Classification" of Appendix "C" of this Agreement.

9.8.2 When new classification groups are established, or changes to existing classification groups are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled "Clause 9.8.2 - Classifications Groups" of Appendix "C" of this Agreement.

9.8.3 A permanent 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 be red circled and:

- a) will retain the salary they held prior to the date of reclassification or transfer; and
- b) will be eligible for transfer by Management to positions equivalent in classification to that for which the employee is being paid.

9.8.4 If an employee who has been red circled refuses a reasonable transfer to a position with an equivalent classification to that for which the employee is being paid, the employee's salary shall be adjusted downward to the appropriate step in the lower classification (to a step which is closest to, but not greater than, the employee's current salary).

## ARTICLE 10 - ANNUAL SERVICE AWARD

- 10.1 An annual service award of three hundred (\$300) dollars shall be paid to permanent employees on staff as of December 1st of each year and who have been employed by the Board for a period of not less than fifteen (15) continuous years. This shall also apply to employees on paid sick leave, Workers' Compensation and up to the first two (2) years of long term disability, or up to the first two (2) years of general health leave. The service award shall be paid in the first pay period of December by way of separate cheque/deposit.

## ARTICLE 11 - STAFF ASSOCIATION CONVENTION

- 11.1 Permanent and probationary employees will be allowed at least one (1) day, with pay, to attend the annual Staff Association Convention. Employees not required to work either of the days of the Staff Association Convention shall not be entitled to receive additional compensation for time spent at the Staff Association Convention.
- 11.2 Those employees who serve as members of the Staff Association Convention Committee (up to a maximum of (15) fifteen) shall receive two (2) days with pay to attend the Convention.

## ARTICLE 12 - HOURS OF WORK

- 12.1 The working hours for ten (10) month employees, not in receipt of any administrative allowance, shall normally be thirty (30) hours per week, averaged over the school year.
- 12.2 Ten (10) month employees are expected to maintain their hours of work during the period from the opening day of the school year to the closing day of the school year, including those days/periods when the schools are operating at less than normal levels.
- 12.3 For ten (10) month employees, ten (10) months' employment in a school year constitutes a full employment year.
- 12.4 Twelve (12) month employees shall normally work an extra fifteen (15) minutes per day in lieu of the eight (8) Fridays off during the months of July and August.
- 12.5 It is understood that employees are expected to participate in activities, which are normal extensions of their professional responsibilities. These functions shall include consultations with teachers, other Calgary Board of Education personnel and parents; preparation of written documentation and reports as necessary; attendance at meetings specific to their duties and work units. It is also understood that some parameters are necessary in order to ensure both the quality of program delivery and a viable workload for employees. These parameters shall be determined collaboratively by employees and the appropriate supervisor.

- 12.6 Employees may be granted lieu time as compensation for exceptional workload or excessive hours of work. Such situations require approval from the appropriate supervisor or designate.

### ARTICLE 13 - GENERAL HOLIDAYS

- 13.1 Twelve-month employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Recess, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other general public holidays proclaimed by the City of Calgary, 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.
- 13.2 Ten-month employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Easter Monday, except when schools are in session, in which case Easter Monday will be replaced by the Monday of Spring Break, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general public holidays as proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada which fall during the ten-month period of employment 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.
- 13.3 Should the City of Calgary, the Government of Alberta or the Government of Canada, by legislation, rescind any of the above-named day(s) mentioned in Clause 13.1 and/or 13.2 and such day(s) are subsequently removed from the Employment Standards Code of Alberta, such day(s) shall automatically be removed from this Collective Agreement.
- 13.4 When the holidays designated in Clauses 13.1 and 13.2, fall on an employee's scheduled day off and such day is not worked, the employee shall be granted a mutually agreed to alternate day off with regular pay in lieu of the holiday.
- 13.5 The Board and the Association may enter into agreements for the exchange of days, at straight time pay, for the purpose of extending time-off in conjunction with general holidays or for creating extended weekends. Each such agreement shall pertain to a specific circumstance.
- 13.6 Employees who work on Stampede Parade Day shall receive one half (½) of a normal working day off with pay, provided that the day is a regularly scheduled work day. Where December 24 and December 31 are working days, offices will open at 8:30

a.m. and close at 12:00 noon on those days and employees scheduled to work will be released at that time without loss of pay or reduction of vacation entitlement. Subject to the requirement to remain open for service to the public until noon, employees who work less than full-time may be released on a pro-rated basis on those days.

#### ARTICLE 14 - VACATIONS

- 14.1 During the first year of service, employees shall be granted one and one-half (1 1/2) days vacation with pay for every full month worked prior to July 1, to a maximum of fifteen (15) working days.
- 14.2 Subsequent vacations with pay for twelve (12) month Professional Support Staff shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:
- |                      |  |
|----------------------|--|
| After one (1) year   | Twenty (20) working days annual vacation |
| After five (5) years | Thirty (30) working days annual vacation |
- 14.3 Ten-month employees shall be entitled to vacation pay calculated on the basis of six percent (6%) for the first five (5) full years of service and ten percent (10%) for over five (5) full years of service.
- 14.4 An employee who transfers from a ten-month position to a permanent full-time twelve-month position may, upon request, opt for the provisions of Clause 14.2 if payment has not been made under the provisions of Clause 14.3.
- 14.5 Vacations shall be assigned by Management, after consideration to efficient operation and to the wishes of the employees. Personnel entitled to a minimum annual vacation of twenty (20) working days may defer up to ten (10) working days until the following year, if the request is approved by the Superintendent concerned. June 30 shall be established as the date for such deferments.
- 14.6 Employees who resign shall be paid for unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.

## ARTICLE 15 - SICK LEAVE WITH PAY

- 15.1 Employees shall earn sick leave with pay at the rate of one day per pay period commencing with the first entire pay period worked by an employee. For the purpose of calculating sick leave accumulation, time on holidays, vacation, and approved leaves of absence of four (4) weeks, or less, will be counted.
- 15.2 Ten (10) month employees shall accumulate their unused sick leave to a maximum of two hundred (200) days. Twelve (12) month employees shall accumulate their unused sick leave to a maximum of two hundred and forty (240) days.
- 15.3 Eligibility for sick leave with pay is usually established by the submission of a signed sick leave declaration form when the absence is for a period not exceeding five (5) days.
- 15.4 Eligibility for sick leave with pay is usually established by submission of a physician or surgeon's declaration form when the absence is for periods exceeding five (5) days.
- 15.5 Employees who are quarantined by Public Health Authorities shall be eligible for sick leave with pay during the quarantine period.
- 15.6 Where an employee on vacation
- a) requires hospitalization; or
  - b) suffers a serious illness, major surgery or an injury accident requiring a minimum of five (5) days medical convalescence
- sick leave will be substituted for vacation.
- Proof of the medical condition which would have prevented an employee from carrying out the employee's regular duties, must be certified by the attending qualified doctor, dentist or chiropractor.
- 15.7.1 An employee may be granted general health leave, without pay, for a period of one (1) year. A medical certificate may be requested by the Board in support of an application for, or return from, a leave of this nature.
- 15.7.2 When leave of absence without pay has been granted under this Clause, the maintenance of benefits shall be conditional upon the employee paying, in advance, the full cost of such benefits. In addition, the period of leave shall not be credited for computation of seniority, sick leave or annual vacation.
- 15.8 In the event of the death of an employee, accrued sick leave benefits shall be paid to the beneficiary designated for the Group Life Insurance Plan, or where the employee does not participate in that insurance, to the beneficiary designated for the Local

Authorities Pension Plan, or Teachers' Retirement Fund. Where an employee does not participate in either the Group Life Insurance Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, accrued sick leave benefits shall be paid to the estate of the employee.

- 15.9 When an employee is unable to work due to a long-term disability covered by the Group Insurance Plan referred to in Article 20, the employee will be considered as being on a leave of absence without pay for a period of two (2) years from the date the employee commenced to receive long-term disability payments. During this period, the employee will continue to accumulate seniority. Should the employee return to service at any time before the expiration of the two (2) year period, the time during which the employee was receiving long-term disability will be included as service for determining the number of weeks of annual vacation, but the employee shall not earn vacation credits during that time. In the event an employee is unable to return to work following the two (2) year period long-term disability, the employee may be granted a general health leave without pay.
- 15.10 An employee who obtains sick leave with pay by fraudulent means shall be subject to disciplinary action up to and including termination of employment.

#### VOCATIONAL REHABILITATION PROGRAM

- 15.11 A Vocational Rehabilitation Program has been introduced by the Board to provide proactive and early intervention of rehabilitation services to employees. An employee who is absent from work for thirty (30) working days, and who has been deemed by the employer to be an appropriate candidate, shall participate in this mandatory program.

Notwithstanding the above, other employees who are absent from work due to illness/disability may volunteer to participate in this rehabilitation program, if approved by the employer.

#### ARTICLE 16 - COMPASSIONATE LEAVE OF ABSENCE

- 16.1 Employees shall be granted a leave of absence in case of serious injury, major surgery, critical illness or death of a "near relative". For the purpose of this agreement, "near relative" shall be defined as the following relationships to the employee or the employee's spouse including common-law spouse:
- spouse, including common-law spouse
  - grandparent
  - parent, including legal guardians
  - brother
  - sister
  - child, including legal wards

- grandchild
- the respective spouses of all of the above
- any other relative who has resided in the home for at least two years
- such other person as the Superintendent of Human Resources, or their designate, may approve.

- 16.2 On request, an employee shall be granted up to three (3) days leave of absence, with pay, in the event of serious injury, major surgery, critical illness or other family emergency for the purpose of attending to the needs of a "near relative". An additional two (2) days, with pay, may be granted at the discretion of the Superintendent of Human Resources, or their designate, should the circumstances warrant extra time.
- 16.3 On request, an employee shall be granted a maximum of three (3) days leave of absence, with pay, to attend the funeral/memorial service of a "near relative", if the funeral/memorial service is in or near the city. An additional two (2) days shall be granted if further time is required for travel purposes.
- 16.4 Where an employee does not attend the funeral/memorial service of the "near relative", reasonable leave may be granted at the discretion of the Superintendent of Human Resources, or their designate.

## ARTICLE 17 - PARENTAL LEAVE

### MATERNITY LEAVE OF ABSENCE

- 17.10 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, or any combination of these leaves.
- 17.11 An employee who has successfully completed her probationary period (minimum six (6) months), shall be entitled to a maternity leave of absence. Maternity leave may be comprised of voluntary (non health-related) and involuntary (health-related) periods. An employee shall give the Board at least one (1) month's written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical statement certifying that the employee is pregnant and giving the estimated date of birth.
- 17.12 A maternity leave shall commence on the date on which the employee is unable to work as a consequence of her pregnancy. The maternity leave, in no case, shall extend beyond (6) months from the date of birth.
- 17.13 Notwithstanding Clause 17.1.2, an employee may take up to twelve (12) weeks of voluntary maternity leave prior to the estimated date of birth. This period of leave

will be deducted from the period of maternity leave that would otherwise be available after the birth.

- 17.1.4 Should an employee wish to continue participation in the Benefits Plan during her maternity leave as per Clause 17.1.1, the premiums shall continue to be shared between the Board and the employee as per Article 20 of this Agreement. Notice of such intent must be provided to the Board at the same time the maternity leave is requested.
- 17.1.5 An employee may return to duties prior to the expiration of leave granted under clause 17.1.2, providing she submits a medical certificate indicating that the resumption of work will not endanger her health and on giving the employer two (2) weeks notice of her intention to return to work.
- 17.1.6 Upon expiration of the leave granted in Clause 17.1.2, the employee shall be reinstated in the position she occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time maternity leave commenced.
- 17.1.7 During the voluntary period of maternity leave an employee shall be ineligible for sick leave accumulation or allowance, promotion, vacation entitlement or increment entitlement. During the involuntary (health-related) period, the employee shall continue to accumulate sick leave and vacation time as per Clauses 14.1, 14.2, 15.1 and 15.2, and increment entitlement as per Clause 9.6.
- 17.1.8 An employee shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to one hundred (100%) percent of salary. The payment of such benefits shall commence on the date of birth and will continue during the involuntary (health-related) portion of the maternity leave during which the employee would otherwise be eligible to receive sick leave benefits.
- 17.1.9 Supplementary Employment Benefits will be paid without medical documentation other than that required pursuant to Clause 17.1.1 for a period of eight (8) weeks following the date of birth.
- 17.1.10 Eligibility for Supplementary Employment Benefits for disability continuing beyond eight (8) weeks after the date of birth shall require satisfactory medical evidence of disability.
- 17.1.11 Supplementary Employment Benefits shall be paid only during the period in which the employee is in receipt of Employment Insurance Benefits, or in the two (2) week waiting period prior to receipt of such benefits.

## ADOPTION LEAVE

- 17.2.0 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, or any combination of these leaves.
- 17.2.1 An employee may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and receipt of a child.
- 17.2.2 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be entitled to adoption leave without pay for a period of up to six (6) months.
- 17.2.3 An employee shall advise the Board, in writing, of his/her acceptance by the appropriate agency as an adoptive parent within thirty (30) days of such notification of acceptance. Such notice shall include any documentation from said agency confirming the applicant's acceptance.
- 17.2.4 Commencement of leave shall occur the day on which the adopted child comes into full care of the employee.
- 17.2.5 An employee may return to duties prior to the expiration of leave granted under Clause 17.2.2 providing a suitable position is available.
- 17.2.6 Upon expiration of the leave granted in Clause 17.2.2, an employee shall be reinstated in the position occupied at the time adoption leave commenced or be provided with alternative work of a comparable nature, at not less than the salary and other benefits that were applicable at the time adoption leave commenced.
- 17.2.7 All adoption leave shall be without sick leave accumulation or allowance, promotion, vacation entitlement or increment entitlement.
- 17.2.8 Should an employee wish to continue participation in the benefits plan during adoption leave, as per Clause 17.2.2, the premiums shall continue to be shared between the Board and the employee as per Article 20 of this Agreement. Notice of such intent must be provided to the Board at the same time the adoption leave is requested.

#### EXTENDED PARENTAL LEAVE OF ABSENCE

- 17.3.0 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, or any combination of these leaves.

- 17.3.1 Upon request, an employee shall be granted parental leave, without pay, as an extension of maternity leave or adoption leave. Where both parents are permanent employees of the Board, the parental leave may be taken by either the father or the mother. Extended parental leave shall not exceed the balance of the school year in which the leave commences plus the following school year.
- 17.3.2 The termination date of the leave granted as per Clause 17.3.1 will coincide with the commencement of the applicable school year unless some other date is agreed upon by the employee and the Board.
- 17.3.3 The leave granted as per Clause 17.3.1 will be at no cost to the Board.
- 17.3.4 The employee's return to work shall be contingent upon the availability of a suitable position where the employee's leave extends beyond the twelve (12) continuous months provided for in Clause 17.3.0.
- 17.3.5 While on extended parental leave of absence, an employee may access the Board's Benefit Plan described in Article 20 at no cost to the Board.
- 17.3.6 An employee may return to duties prior to the expiration of leave granted under Clause 17.3.1 providing a suitable position is available.

#### PATERNITY LEAVE

- 17.4.1 An employee may be granted, upon request, up to one (1) day's leave with pay at the time of the birth of his child.

#### ARTICLE 18 - EDUCATIONAL LEAVE

- 18.1 The Board recognizes the need to have positions occupied by properly qualified personnel. It also recognizes that changing conditions may result in certain job skills becoming redundant, thereby necessitating the retraining of employees. It, therefore, approves the granting of leaves of absence for the purpose of educational improvement, subject to the following conditions:
- a) The prime consideration for all educational leaves shall be the future needs of the school system.
  - b) Employees will not be granted leave to obtain qualifications which are normal for the position held, except where there is economic benefit to the Board in developing an internal employee rather than through external recruitment; where retraining is necessitated because of changed programs or functions; or where the labour market conditions are such that qualified applicants are unlikely to be available to meet the Board's future needs.
  - c) Leaves will be granted for a period of up to one (1) year and may be renewed for completion of the same program for which the original leave was granted.

- d) All leaves are subject to recommendation by the Superintendent of the Work Unit concerned and approved by the Chief Superintendent, or designate.
- e) Leaves may be granted, without pay, with maintenance of benefits or with financial assistance of up to sixty-six percent (66%) of the employee's current annual salary in effect at the time of leave.
- f) Employees granted financial assistance shall enter into a written agreement with the Board to serve for one year for each thirty-three percent (33%) of current annual salary received. Employees shall undertake not to resign or retire from the services of the Board for a least two (2) years after recommencement of duties. Employees shall further undertake to reimburse the Board for the portion of assistance for which the return service commitment is deficient should they separate from the Board's service.

#### ARTICLE 19 - GENERAL LEAVE OF ABSENCE

- 19.1 Leave of absence, without pay, not exceeding two (2) weeks at any one time, may be granted by an employee's immediate supervisor.
- 19.2 Leave of absence, without pay, exceeding two (2) weeks at any one time, may be granted by the Superintendent, Human Resources, or designate.
- 19.3 Leave of absence, with pay, for periods not exceeding two (2) days, may be granted by an employee's immediate supervisor, providing that it is mutually agreed that the time allowed will be made up by the employee at the regular rate of pay.
- 19.4 Employees granted an unpaid leave of absence greater than one (1) calendar month in accordance with this Article may continue any applicable group insurance coverage by prepaying the total required premiums.
- 19.5 Time off with pay shall be permitted, to a maximum of four (4) Association representatives, during discussions applicable to grievances presented by employees and for meetings called by Management, exclusive of arbitration hearings and negotiations for new or revised agreements. All time off must receive prior approval of Management.

#### LEAVE FOR RELIGIOUS HOLY DAYS

- 19.6.1 Employees who, by reasons of faith, observe religious holy days falling on regular business days shall, upon request, be excused from work, with pay. It is understood that documentation may be required to support applications for this leave.

#### LEAVE FOR PROFESSIONAL ASSOCIATION ACTIVITIES

- 19.7.1 The Board encourages employees to be actively involved in leadership roles with their professional associations and the Board recognizes that such involvement may, on occasion, require them to be absent from their regular duties.
- 19.7.2 Upon receipt of approval of their immediate supervisor, employees will be permitted leave of absence to participate in the activities of their professional associations, provided adequate arrangement can be made to have their responsibilities met.
- 19.7.3 Leaves of absence for extended periods of time will be on the understanding that the Board will be reimbursed for any cost incurred.

#### LEAVE FOR POLITICAL ACTIVITIES

- 19.8.1 The Board recognizes the right of employees to campaign for and to hold political office in the municipal, provincial and federal fields and, pursuant to Board Policy and Regulation 4,013, authorizes the Superintendent, Human Resources to grant leave to employees for these purposes.

#### SPECIAL LEAVE

- 19.9.1 Leave, with pay, for one (1) day may be granted to write an examination which is written for the purpose of increasing academic or professional qualifications.
- 19.9.2 Leave, with pay for one (1) day may be granted to attend the convocation of the employee, or the employee's immediate family - spouse, son, or daughter.

#### DEFERRED SALARY LEAVE

- 19.10.1 The Board, in consultation with the Association, shall offer a Deferred Salary Leave Plan to all permanent employees.
- 19.10.2 The employee granted Deferred Salary Leave shall have their position held and filled by a temporary employee.
- 19.10.3 Sick leave credits will not be accumulated during the year spent on leave.
- 19.10.4 It is understood that increments will not be credited to the employee for the period of leave under this Clause.
- 19.10.5 Maintenance of employee benefits shall be conditional upon the employee paying, in advance, the full cost of such benefits.

#### ARTICLE 20 - GROUP BENEFITS PLAN

20.1 The Group Benefits Plan refers to life insurance, accidental death and dismemberment insurance, supplementary health benefits (hospitalization, major medical, vision care), dental benefits and long term disability insurance as outlined in the applicable group insurance policies, and the Alberta Health Care Insurance Plan.

20.2 Participation in the Plan shall be a condition of employment.

Employees must complete an enrolment card within thirty-one (31) days of the first day of employment. There is no waiting period for eligibility.

20.3 The cost sharing of group insurance plans between the Board and the employee shall be:

	<u>Board</u>	<u>Employee</u>
Life and Accidental Death and Dismemberment	100%	Nil
Supplementary Health Benefits	100%	Nil
Dental Insurance Plan	100%	Nil
Alberta Health Care	100%	Nil
Long Term Disability	Nil	100%

20.4 The Board will administer the Group Benefits Plan.

20.5 The Board and the Association agree that the Employment Insurance Premium Reduction has been shared, in accordance with the appropriate section(s) of the Employment Insurance Act, through application of the employee share of the saving to offset the cost of other benefits contained in this agreement.

## ARTICLE 21 - RETIREMENT

21.1 The normal retirement age of an employee, for purposes of pension benefit and other retirement benefits is sixty-five (65) years.

## ARTICLE 22 - PENSION PLAN

22.1 Employees shall participate in the Local Authorities Pension Plan in accordance with the terms of the applicable regulations.

22.2 For ten month employees, ten (10) months of employment shall be considered a year of pensionable service.

#### ARTICLE 23 - SERVICE GRATUITY

23.1 At the time of retirement or resignation from the Board, employees shall receive a gratuity based upon the following formula:

After ten (10) years' continuous service - one (1) month's salary in effect at that time.

After fifteen (15) years' continuous service - two (2) months' salary in effect at that time.

After twenty (20) years' continuous service - three (3) months' salary in effect at that time.

23.2 Employees who relinquish a position within the Professional Support Staff for alternate employment with the Board for any reason shall retain limited rights to access provisions of this Article. The service recognized shall be that accumulated prior to accepting a position outside the Professional Support Staff and the salary shall be that at the time of retirement. Should the terms and conditions of employment applicable to the position the individual occupies at the time of retirement provide for a service gratuity recognizing the above referred to service, no benefits shall be payable under this provision.

#### ARTICLE 24 - SENIORITY

24.1 After successful completion of the first probationary period of employment in a permanent position, an employee's seniority shall be retroactive to the date that the employee commenced employment in the applicable position and shall cease upon termination of that employment with the Calgary Board of Education.

24.2 The seniority date of an employee shall be adjusted forward by the number of days that the employee is away on leave of absence without pay, other than for approved medical reasons, if the leave is for more than one (1) month. This Clause will not apply to maternity leave.

## ARTICLE 25 - GRIEVANCE PROCEDURE

### GUIDELINES

- 25.1.1 A grievance is a difference regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.
- 25.1.2 An employee is entitled to representation by the Association at any step of the grievance procedure and is advised to seek such representation as early in the dispute as possible.
- 25.1.3 During the grievance procedure described in Clauses 25.1 through to 25.6, it is recommended that the interest-based problem solving approach be used. However, if mutually agreed, either party may apply for a third party grievance mediator to resolve the dispute at anytime during the process.
- 25.1.4 All grievances shall be submitted in writing setting forth:
- a) the section or sections of the Collective Agreement alleged to have been misapplied or violated;
  - b) the nature of the grievance;
  - c) the remedy sought.
- 25.1.5 The use of the word "days" in this Article means working days.
- 25.1.6 In the event that a grievance is submitted as a result of an employee being terminated, the grievance will be submitted at Level II of the grievance procedure.
- 25.1.7 The time limits referred to in this article may be extended by written mutual agreement of the parties.
- 25.1.8 Grievances submitted later than the specified time limits shall be considered null and void.

### INFORMAL DISCUSSION

- 25.2.1 An employee may first seek to settle the difference through discussion with the employee's immediate supervisor, or with that supervisor with whom there is a dispute.
- 25.2.2 Failing resolution, or where informal discussion is not sought, the employee shall contact the Association before advancing the issue to Level I. When an issue is formally grieved by an employee, it is understood that the Association becomes a legitimate party to the grievance.

#### LEVEL I

- 25.3.1 A grievance shall be submitted, in writing, to the Director, Employee Relations, or designate, with a copy to the Association. This shall be done within ten (10) days of the date the employee, or Association, knew, or had the first reasonable opportunity to know, of the alleged violation or misapplication. The Director, or designate, shall notify the employee's immediate supervisor, or the supervisor outside the scope of this Collective Agreement whose action precipitated the grievance, of the grievance.
- 25.3.2 The supervisor shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, Employee Relations within five (5) days of the Director, Employee Relations receiving the grievance.
- 25.3.3 Where the supervisor fails to hold a hearing and render a written decision with reasons to the grievance within five (5) days, the Association shall be entitled to advance the grievance to Level II.

#### LEVEL II

- 25.4.1 Where a grievance is not resolved at Level I, it shall be advanced, in writing, by the Association, within five (5) days of receiving the written decision of the supervisor, to the Director, Employee Relations. The Director, in consultation with the Association, shall notify the Superintendent of the appropriate Service Unit of the grievance.
- 25.4.2 The Superintendent of the Service Unit shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, Employee Relations within five (5) days of receiving the grievance.
- 25.4.3 Where the Superintendent fails to hold a hearing and render a written decision with reasons within five (5) days following the hearing, the Association member shall be entitled to advance the grievance to Level III.

#### LEVEL III

- 25.5.1 Where a grievance is not resolved at Level II, it shall be advanced, in writing, by the Association, within five (5) days of receiving the written decision of the Superintendent of the Service Unit, to the Director, Employee Relations. The Director shall notify the Chief Superintendent of Schools of the grievance.
- 25.5.2 The Chief Superintendent of Schools shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, Employee Relations within ten (10) days of receiving the grievance.
- 25.5.3 Where the Chief Superintendent of Schools fails to hold a hearing and render a written decision with reasons within ten (10) days of its receipt, the Association shall be entitled to advance the grievance to arbitration.

### ARBITRATION

- 25.6.1 If the grievance is not resolved at Level III the Staff Association may refer the matter to an arbitration board or a single arbitrator within five (5) days of the receipt of the written decision of the Chief Superintendent of Schools, by advising the Board in writing of its intention to do so. The appointment of a single arbitrator must be mutually agreed between the parties.
- 25.6.2 An arbitration board shall consist of one (1) member appointed by the Board and one (1) member appointed by the Staff Association. The two (2) members so appointed shall endeavour to select a mutually acceptable Chairperson for the arbitration board. If they are unable to agree upon the choice of a Chairperson within five (5) working days of their appointment, they shall request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- 25.6.3 The majority decision of the arbitration board shall be final and binding on the parties and shall not change, modify or alter any of the terms of this Agreement.
- 25.6.4 The Board and the Staff Association shall bear the expenses of their respective appointees to the arbitration board and shall bear equally the expenses of the Chairperson.

### POLICY GRIEVANCE

- 25.7.1 A policy grievance is a dispute between the Board and the Staff Association, which due to its nature is not properly the subject of an individual grievance.
- 25.7.2 Where the Staff Association, by way of a policy grievance signed by the Chairperson of the Staff Association; or the Board, by way of a policy grievance signed by an authorized Board representative, seeks to enforce a matter that is alleged to arise out of this collective agreement, such a policy grievance shall be initiated at Level III of

the grievance procedure and shall proceed accordingly to the subsequent sections of Article 25.

#### GROUP GRIEVANCE

- 25.8.1 A group grievance may be initiated by more than one Staff Association member provided that all the concerned Staff Association members are grieving the identical issue. Such a group grievance shall be dealt with in accordance with Clauses 25.1 to 25.7 inclusive.
- 25.8.2 The withdrawal of support of a group grievance by one of its submitting Staff Association members does not automatically cancel the group grievance.

#### ARTICLE 26- DEDUCTION OF DUES

- 26.1 Employees, as a condition of employment, shall be subject to deduction of dues as set from time to time by the Association. The Board agrees to deduct such dues monthly from the salary of the employee and submit the total dues so collected to the Association by the fifteenth (15th) day of the month following the collection of dues. In the special case of "ten-month employees" the Board agrees to deduct the dues for the months of July and August from the June pay cheque of these employees. The full monthly deduction will apply in the month made in advance on behalf of employees on leave of absence without pay which exceed four (4) weeks at any one time.
- 26.2 The parties acknowledge that the deduction of dues does not constitute membership in the Association and that membership in the Staff Association must be applied for and shall continue to be voluntary.

#### ARTICLE 27 - SUPPLEMENT TO THE WORKERS' COMPENSATION BOARD

- 27.1 If an employee is prevented from performing the employee's regular work with the "Board" on account of an occupational accident occurring in the performance of the employee's duties with the "Board", that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the "Board" will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by an amount which, when added to the award, will equal one hundred (100%) percent of the employee's net wage (gross minus Canada Pension Plan (CPP) and Employment Insurance (EI) deductions). This supplement shall be paid by the "Board" while the employee receives compensation from The Workers' Compensation Board or until the employee is placed on a permanent disability pension by The Workers' Compensation Board or until the employee reaches retirement age, whichever comes first.

## ARTICLE 28 - PROTECTIVE CLOTHING

- 28.1 When the work performed by an employee requires that protective clothing or equipment be worn, as determined by Management, such clothing or equipment shall be provided in such qualities and quantities as deemed by Management to be sufficient and without cost to the employee.
- 28.2 Disposable surgical gloves will be provided for all First Aid Kits.

## ARTICLE 29 - VEHICLE ALLOWANCE

- 29.1 Employees shall be reimbursed at the current effective rate for distance travelled on Board business.
- 29.2 When specifically designated to carry the Board's materials and/or equipment on a regular day-to day basis, employees shall receive an additional vehicle allowance of fifteen (\$15.00) dollars bi-weekly.
- 29.3 In addition, those designated to use their personal vehicles will be reimbursed for the difference in premium between normal pleasure driving vehicle insurance and insurance for business use of a vehicle, subject to their providing proof to Management of the extra charge from the insurance company.
- 29.4 The Board agrees that with the exception of the Education Centre building, available unserviced parking will be accessible, without charge, to employees covered by this Agreement. Where employees choose to access serviced parking, they will be subject to an associated utility fee as set by the Board.

## ARTICLE 30 - STAFF DEVELOPMENT FUND

- 30.1 A fund in the amount of eight thousand (\$8,000.00) dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.
- 30.2 Any Professional Support Staff member, or group of members may make application to the Professional Support Staff Advisory Committee for funds, such application to include a resume of the proposed project.
- 30.3 It is the responsibility of the Professional Support Staff Advisory Committee Chair, or delegated authority, to rule on each application and inform the applicant of the decision. The decision of the Chair or delegated authority, shall be final.
- 30.4 An advisory committee of three (3) Professional Support Staff members and one (1) representative appointed by the Superintendent of Human Resources shall review and

revise the guidelines for the Fund as required. An annual report will be submitted to both the C.B.E. Staff Association and the Superintendent of Human Resources detailing the utilization and expenses of the Fund. This committee will meet as required.

- 30.5 Effective September 1, 1998, an additional one thousand (\$1,000.00) dollars shall be allocated on an annual basis for the administration of this Staff Development Fund.

#### ARTICLE 31 - MANAGEMENT RIGHTS

- 31.1 The right to control operations and to direct the work force is vested exclusively with Management, subject only to the restrictions provided in this Agreement which effect the exercise of these rights.
- 31.2 Management shall have the right to transfer, discipline, demote, suspend, lay off or discharge employees for proper or sufficient cause. An employee discharged for cause shall not be entitled to notice, or pay in lieu of notice. When Management has discharged an employee for just cause, the Staff Association shall be notified within five (5) working days. An employee who has been wrongfully demoted, suspended, or discharged, and is later reinstated shall be compensated in full for any loss in regular time at regular salary which has resulted from such demotion, suspension, or discharge.
- 31.3.1 Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there has been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.
- 31.3.2 The Board shall state in each written reprimand, or other disciplinary action, the period for which it shall remain on the employee's personnel file and that employee and the Union shall be so notified.
- 31.3.3 It shall be a shared responsibility between the Board, the Association and the employee to ensure that the written reprimand, or other disciplinary action, is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.

## ARTICLE 32 - MUTUAL INTEREST BOARD

- 32.1 A joint Committee shall be established to discuss matters of mutual concern and make recommendations. The Committee shall be composed of four (4) representatives to be appointed by Management and four (4) representatives to be appointed by the Association and one (1) representative from the Calgary Board of Education Trustees. The Board of Trustees, Management and the Staff Association shall annually notify each other, in writing, as to their appointees. The Committee shall meet as deemed necessary by the members but not less than semi-annually.

## ARTICLE 33 - RETROACTIVITY

- 33.1 All articles in this Agreement unless otherwise specified shall become effective on the date of ratification of this Agreement.
- 33.2 All employees who are employed on the date the Agreement becomes effective, as set out in Clause 2.1 and who have subsequently retired or been terminated shall be paid retroactively on a pro-rata basis for all hours worked from such date. Provided, however, that in the case of employees who have left the employment of the Board prior to the date of signing this Agreement, these employees shall only be eligible for their retroactive salary adjustment if they apply for same prior to sixty (60) days after the date of signing.

## ARTICLE 34- SECONDMENT

- 34.1 Upon request for leave, a member of the Staff Association shall be seconded from the Board to the Calgary Board of Education Staff Association.
- 34.2 There shall be no cost to the Board during the leave.
- 34.3 The Staff Association member shall be entitled to increments in accordance with Article 8 of this Agreement.
- 34.4 The Staff Association member shall earn and retain seniority during the term of the leave.
- 34.5 The Staff Association member shall receive an applicable salary from the Board according to the current Collective Agreement and shall be subject to its provisions. The Staff Association shall reimburse the Board for such member at such periods as the Board may request.
- 34.6 The duration of this leave shall be for the term specified in the secondment contract.
- 34.7 The Staff Association Chairperson shall advise the Superintendent of Human Resources in the event an extension is necessary.

- 34.8 The Staff Association member will be returned to the position held prior to commencement of the leave, or if not available, to a position consistent with their previous experience at not less than the salary and other benefits that were applicable at the time the leave commenced.
- 34.9 The Staff Association shall receive written notice two (2) weeks prior to the secondment of any Staff Association member. Where such a situation should arise, all agreements regarding secondment shall name the Association as a party, and shall not result in the loss by the employee of any rights accorded herein.

#### ARTICLE 35 - INFORMATION

- 35.1 The Board shall provide to the Association the following information:
- 35.1.1 An alphabetical staff list containing name, location, home address and telephone number of Staff Association members, quarterly, based on the school year.
- 35.1.2 A staff list by location, quarterly, based on the school year.
- 35.1.3 A monthly list of new hires, leaves of absence, lay-offs and terminations of employment.

<b>PROFESSIONAL SUPPORT STAFF                      10 MONTH EMPLOYEES                      EFFECTIVE SEPTEMBER 1, 1999</b>									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7
I	31,389	33,609	35,401	37,214	39,166	41,018	42,870	44,722	46,574
II	35,401	37,214	39,166	40,984	43,126	44,939	46,791	48,643	50,495
III	37,214	39,166	40,984	43,126	44,939	46,791	48,643	50,495	52,347
IV	43,420	45,212	47,133	48,951	51,145	52,937	54,750	56,562	57,057

<b>PROFESSIONAL SUPPORT STAFF                      10 MONTH EMPLOYEES                      EFFECTIVE JANUARY 1, 2000</b>									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7
I	32,174	34,449	36,286	38,144	40,145	42,009	43,867	45,725	47,583
II	36,286	38,144	40,145	42,009	44,204	46,062	47,920	49,778	51,636
III	38,144	40,145	42,009	44,204	46,062	48,090	49,816	51,636	53,462
IV	44,506	46,342	48,311	50,175	52,424	54,260	56,119	58,016	58,483

PROFESSIONAL SUPPORT STAFF 10 MONTH EMPLOYEES EFFECTIVE SEPTEMBER 1, 2000									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
I	32,817	35,138	37,012	38,907	40,948	42,849	44,983	47,241	50,653
II	37,012	38,907	40,948	42,849	45,088	46,983	49,052	51,179	53,472
III	38,907	40,948	42,849	45,088	46,983	49,052	50,812	52,941	55,345
IV	45,396	47,269	49,277	51,179	53,472	55,345	57,241	59,653	

PROFESSIONAL SUPPORT STAFF 10 MONTH EMPLOYEES EFFECTIVE SEPTEMBER 1, 2001									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
I	33,473	35,841	37,752	39,685	41,767	43,706	45,990	48,214	50,263
II	37,752	39,685	41,767	43,706	45,990	47,923	50,033	51,828	53,846
III	39,685	41,767	43,706	45,990	47,923	50,033	51,828	53,846	55,941
IV	46,304	48,214	50,263	52,203	54,541	56,452	58,286	60,846	

<b>PROFESSIONAL SUPPORT STAFF                      12 MONTH EMPLOYEES                      EFFECTIVE SEPTEMBER 1, 1999</b>										
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7		
I	37,095	39,722	41,839	43,981	46,288	48,436	50,970	53,112	55,445	57,438
II	41,839	43,981	46,288	48,436	50,970	53,112	55,445	57,438	62,562	64,705
III	43,981	46,288	48,436	50,970	53,112	55,445	57,438	62,562	64,705	67,429
IV	51,315	53,431	55,702	57,850	60,446	62,562	64,705	67,429		

<b>PROFESSIONAL SUPPORT STAFF                      12 MONTH EMPLOYEES                      EFFECTIVE JANUARY 1, 2000</b>										
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7		
I	38,022	40,715	42,885	45,081	47,445	49,647	52,244	54,440	56,831	58,874
II	42,885	45,081	47,445	49,647	52,244	54,440	56,831	58,874	61,957	64,126
III	45,081	47,445	49,647	52,244	54,440	56,831	58,874	61,957	64,126	66,323
IV	52,598	54,767	57,095	59,296	61,957	64,126	66,323	69,115		

PROFESSIONAL SUPPORT STAFF 12 MONTH EMPLOYEES EFFECTIVE SEPTEMBER 1, 2000									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7
I	38,782	41,529	43,743	45,983	48,394	50,640	55,529	60,051	70,497
II	43,743	45,983	48,394	50,640	53,289	55,529	57,968	60,051	70,497
III	45,983	48,394	50,640	53,289	55,529	57,968	60,051	67,649	70,497
IV	53,650	55,862	58,237	60,482	63,196	65,409	67,649	70,497	70,497

PROFESSIONAL SUPPORT STAFF 12 MONTH EMPLOYEES EFFECTIVE SEPTEMBER 1, 2001									
CATEGORY	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 7
I	39,558	42,360	44,618	46,903	49,362	51,653	56,640	61,252	71,907
II	44,618	46,903	49,362	51,653	54,355	56,640	59,127	61,252	71,907
III	46,903	49,362	51,653	54,355	56,640	59,127	61,252	66,717	71,907
IV	54,723	56,979	59,402	61,692	64,460	66,717	69,002	71,907	71,907

LETTER OF UNDERSTANDING

RE: **WAGE OPENER**

The parties agree to review the wage increases scheduled for September 1, 2000 and September 1, 2001 during the month of March preceding the scheduled increases.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date

**STAFF ASSOCIATION - PROFESSIONAL SUPPORT STAFF**

**POSITION GROUPINGS**

CATEGORY I

CATEGORY II

Orientation And Mobility Instructor For The Visually Impaired  
R.E.A.C.H. Vision Liaison

CATEGORY III

Aboriginal Educational Liaison Counselor  
Multicultural Liaison Worker  
Plains Indian Cultural Survival School Counselor  
R.E.A.C.H. Consultant For Visually Impaired  
R.E.A.C.H. Occupational Therapist  
R.E.A.C.H. Physical Therapist  
R.E.A.C.H. School/Family Liaison  
School/Family Liaison  
Social Worker  
Speech Language Therapist (Bachelor)

CATEGORY IV

Audiologist  
Psychologist  
R.E.A.C.H. Communication Specialist  
R.E.A.C.H. Educational Audiologist  
R.E.A.C.H. Psychologist  
Speech Language Therapist (Masters)

EXCLUSIONS REFERRED TO IN ARTICLE 4 - RECOGNITION

Administrative Assistant, Human Resources  
Administrative Assistant, Finance and Business Services  
Administrative Assistant, School, Student and Parent Services  
Administrative Assistant, Trustees  
Administrative Liaison/Coordinator  
Administrative Secretary, Chief Superintendent's Office  
Administrative Secretary, Compensation and HRIS Services  
Administrative Secretary, Environmental Services  
Administrative Secretary, Maintenance Services  
Administrative Secretary, School, Student and Parent Services  
Administrative Secretary, Staffing Services  
Accounts Payable/Payroll Controller  
Advisor on Gender Issues  
Assistant Corporate Secretary  
Associate, Career/Placement, General Interest and Community Outreach  
Benefits System and Reporting Administrator  
Budget and Reporting Accountant  
Budget Assistant  
Budget Control Accountant  
Business Data Coordinator  
Classification/Compensation Consultant  
Construction Administrator  
Coordinator, Caretaking Services  
Coordinator, Client Services  
Coordinator, Corporate Systems  
Coordinator, Employee Assistance Program  
Coordinator, Leadership Development and Administrative Staffing  
Coordinator, Occupational Health Services  
Coordinator, Support Staffing  
Coordinator, Teacher Staffing  
Coordinator, Training and Staff Development  
Corporate Financial Analyst  
Corporate Information/Data Administrator  
Corporate Security Advisor  
Diversity and Equity Facilitator  
Electronic Information Administrator  
Facility Maintenance Consultant  
Fleet Controller  
General Accounting Officer  
HR Systems Consultant/Coordinator

Harassment Resource Team Leader  
Head, Educational Resources and Services  
Head, Professional Resource Centre  
Industrial Health and Safety Specialist  
Information and Promotions Officer  
Insurance/Risk Manager  
Legal Assistant to the Solicitor  
Maintenance Supervisor  
Manager, Benefits and Pension  
Manager, Budget and Reporting  
Manager, Business Contracts  
Manager, Business and Technology Services and Sales  
Manager, Communications  
Manager, Computer and Network Systems  
Manager, Client and Corporate Systems Services  
Manager, Educational Resources and Services/Loan Pool  
Manager, Human Resources  
Manager, Energy, Recycling and Training  
Manager, Environmental Business Services  
Manager, Financial Operations  
Manager, Internal Audit  
Manager, Maintenance Services  
Manager, Materials Management  
Manager, Operations Policy  
Manager, Special Projects  
Manager, Technical Services  
Manager, Transportation  
Marketing Coordinator  
Materials Coordinator  
Mechanical Engineer  
Office Manager, Continuing Education  
Payroll Officer  
Payroll System Administrator  
Personnel Assistant, Teacher Staffing  
Program Design Team Leader  
Project Architect  
Recording Secretary  
Recording Secretary/Administrative Assistant  
Recruitment Officer/Consultant  
Revenue Controller  
Roofing Inspector  
Salary Administration Officer  
Secretary/Analyst, Employee Relations  
Senior Network Analyst

Senior Systems Analyst  
Senior Systems Analyst-Internet Administrator  
Senior Technical Analyst  
Specialist, Human Resources  
Specialist, Environmental Services  
Specialist, Finance and Business Services  
Staffing and Budget Control Officer  
Storekeeper  
Supervisor, Caretaking Services  
Supervisor, Contract Services  
Supervisor, R.E.A.C.H.  
Supervisor, Records Management  
Technology/Engineer Consultant  
Treasury and Revenue Accountant

LETTER OF UNDERSTANDING

RE: CLAUSE 9.8.1 - JOB CLASSIFICATION

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new job classifications or effecting changes to existing job classifications as per Clause 8.13.1 of this Collective Agreement.

1. When Management deems it necessary or advisable to classify a new job description or revise an existing job description, the matter will be submitted to the Job Evaluation and Classification Committee for consideration. The composition of this committee shall include:
  - a) a designate from Employee Support Services as Chair,
  - b) Management representatives from appropriate CBE work units,
  - c) an ex-officio (non-voting) designate from the CBE Staff Association.
2. Decisions arising from the Job Evaluation and Classification Committee shall be communicated jointly by the Chair and the Staff Association representative to the Staff Association within seven (7) days. Agreement by the Staff Association will result in the issue being formally signed off.
3. Should the Staff Association fail to agree with a decision of the Committee, a meeting with the Association shall be called by the Chair to discuss unresolved issues. If agreement is reached, the decision is recommended to the Job Evaluation and Classification Committee and, if accepted, resubmitted to the Staff Association to be formally signed off.
4. In the event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision with fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
5. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date

LETTER OF UNDERSTANDING

RE: CLAUSE 9.8.2 - CLASSIFICATION GROUPS

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new classification groups or effecting changes to existing classification groups as per Clause 8.13.2 of the Collective Agreement.

1. When Management establishes new classification groups or effects changes to existing classification groups, a designate from Employee Support Services shall advise the Staff Association in writing seven (7) days prior to any employee(s) being notified.
2. Should the Staff Association deem the new classification groups, or changes effected to existing classification groups, as established by Management, to be unsatisfactory, the Association may request a meeting with the designate of Employee Support Services in an attempt to resolve any outstanding issues. If agreement is reached, the decision is formally signed off.
3. In event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
4. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date

LETTER OF UNDERSTANDING

RE: CONTRACTING OUT

The Staff Association and the Calgary Board of Education negotiating teams have, in the interest of ensuring an open and honest process for discussing potential contracting out of services by the Board, agreed to the following process:

1. When situations occur that result in the Board considering contracting out services that may impact the relationship between the Board and the Association, or its members, Management will inform the Department of Employee Relations Support Services.
2. Employee Relations Support Services will immediately inform the Association of such situations.
3. The Association may request the opportunity to meet with Management of the work unit considering contracting out. The Department of Employee Relations Support Services will arrange for the parties to meet and will assist in establishing an agenda. It is understood that this will occur in a timely fashion.
4. The Association and Management will meet to:
  - a) enable the parties to articulate and understand the rationale for considering the contracting out services;
  - b) clarify the interests of the parties;
  - c) identify and address the potential impact of contracting out on the Staff Association and its members;
  - d) explore options to contracting out that may lessen the impact on the Staff Association and its members.

It is understood that the parties may mutually agree to meet on more than one occasion to address identified issues. The Department of Employee Relations Support Services will, at the request of either party, facilitate such meetings.

5. The parties agree to communicate any decisions reached to Staff Association members affected. The process for such communications may be mutually agreed upon.

6. Following the implementation of any decisions relating to the contracting out of services, and where such actions impact the Staff Association and its members, the parties agree to meet to assess and evaluate the process outlined in this document. The Department of Employee Relations Support Services will assume responsibility for seeing that this occurs.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date  
CBE Staff Association Collective Agreement - PSS

## LETTER OF UNDERSTANDING

### RE: GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

The Calgary Board of Education and the Staff Association agree to suspend the grievance procedure in the main body of the Collective Agreement in order to provide an alternate grievance/dispute resolution process as outlined in the Letter of Understanding. The Board and the Association agree to process grievances according to the procedure in this Letter of Understanding. If at any time in a particular grievance the Board and the Association agree that the process in this Letter of Understanding is not appropriate for the management of the particular grievance, then the parties may agree to revert to the corresponding level of the grievance procedure in the main body of the Collective Agreement for continued resolution of that grievance. This Letter of Understanding will remain in effect unless both parties agree to return to the grievance procedure in the main body of the Collective Agreement, or to some other mutually agreeable procedure.

1. An employee, or the Association, may use the procedures outlined in this letter as a means of settling differences regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.
2. An employee is entitled to representation by the Association at any step of the grievance/dispute resolution procedure, and is advised to seek such representation as early in the dispute as possible.
3. When disputes arise, they shall be dealt with in the following manner:
  - 3.1 An employee, or the Association, may first seek to settle the issue(s) in dispute through informal discussion with the immediate supervisor.
  - 3.2 Failing resolution, or where informal discussion is not sought, the employee shall contact the Association before advancing the issue to the next step. When an issue is advanced by an employee, it is understood that the Association becomes a legitimate party to the grievance/dispute.
  - 3.3 Issues in dispute shall be submitted, in writing, to the Director, Employee Relations, or designate, within ten (10) working days of the date the employee, or Association, knew or had the first reasonable opportunity to know of the alleged violation or misapplication. Where unusual circumstances arise, it is agreed that the employee, or Association, may access up to an additional five (5) days to submit the issue in dispute.
  - 3.4 Issues submitted later than the specified time limit shall be considered null and void.
  - 3.5 Timelines referred to in this letter may be extended by written mutual agreement between the Director, Employee Relations, or designate, and the Association.
  - 3.6 Written submissions of issues in dispute shall contain:
    - a. the section or sections of the Collective Agreement alleged to have been misapplied or violated;
    - b. the nature of the grievance/dispute.

3.7 An interest-based process shall be used to seek a resolution to the grievance/dispute.

3.8 The Director, Employee Relations, or designate, shall:

- a. arrange a meeting(s) for the purpose of resolving the grievance/dispute;
- b. arrange for the appointment of a facilitator, mutually acceptable to the Board and Association.

The meeting(s) will occur within five (5) working days of receipt of a submission.

3.9 Any outcome reached shall be communicated by the Director, Employee Relations, or designate, in writing, to the respective parties within five (5) working days of being notified of the outcome.

4. Any issue not resolved through this process may be advanced, in writing, to the Chief Superintendent of Schools within five (5) working days of the receipt of the outcome from the previous step and shall contain:

- a. the section or sections of the Collective Agreement alleged to have been misapplied or violated;
- b. the nature of the grievance/dispute;
- c. the remedy sought.

5. The Chief Superintendent of Schools shall establish a hearing and render a written reply to the employee and Association within ten (10) working days of the receipt of the grievance/dispute. Where the Chief Superintendent fails to render a written reply within ten (10) working days of its receipt, the Association shall automatically be eligible to advance the grievance/dispute to arbitration.

6. If an issue is not resolved through this process, the Staff Association may refer the matter to an arbitration board or a single arbitrator as defined in the grievance procedure in the main body of the Collective Agreement.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date

LETTER OF UNDERSTANDING

RE: APPLICATION OF CLAUSE 12.6 TO R.E.A.C.H. EMPLOYEES

The following practices as agreed on June 3, 1997, concerning lieu time for exceptional workload or excessive hours must be adhered to:

- ◆ One half day of lieu time is due to the employee for a "long day". A long day is by definition ten (10) or more hours comprised of billable hours plus travel.
- ◆ One half day of lieu time is due for an overnight stay. Where both a long day and an overnight stay occur on the same day, a whole day of lieu time is due to the employee.
- ◆ Lieu time is to be taken at times to be mutually agreed upon between the employee and the supervisor of the R.E.A.C.H. program. It is understood that in order for lieu time not to accumulate to unmanageable levels, it should be taken as closely as possible to the time that is was accrued.
- ◆ It is understood that Winter and Spring recess are by definition mutually agreeable times.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date

CBE Staff Association Collective Agreement - PSS

LETTER OF UNDERSTANDING

RE: **OUTSTANDING ISSUES**

The parties agree to meet in November 1999 and thereafter as needed to review outstanding issues and arrive at interest-based solutions.

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On Behalf Of  
The Calgary Board Of Education

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On Behalf Of  
The C.B.E. Staff Association

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Date  
CBE Staff Association Collective Agreement - PSS

Signed, Sealed and Delivered  
in the presence of:

The Board of Trustees of  
The Calgary board of Education

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Corporate Secretary - Treasurer

The Calgary Board of Education  
Staff Association

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chairperson