
Agreement

THE CALGARY BOARD OF EDUCATION

AND

**THE CALGARY BOARD OF EDUCATION
STAFF ASSOCIATION**

JANUARY 1, 1999 - DECEMBER 31, 2001

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THIS AGREEMENT made this 4th 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
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 "Full-time Equivalency (FTE)" is defined as the following ratio for permanent positions: the ratio of allocated regular weekly working hours to the normal weekly working hours of thirty-five (35) hours per week.
- Formula:
$$\frac{\text{allocated regular weekly working hours}}{\text{normal weekly working hours}} = \text{FTE}$$
- 3.5 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.
- 3.5.1 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.
- 3.6 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.
- 3.7 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.

- 3.8 Ten-month employees shall be probationary or permanent employees occupying positions requiring ten (10) consecutive months of service. This includes employees who work in schools (e.g., modified calendar or year round) where an assignment may exceed ten (10) consecutive months, but includes the equivalent number of hours of a regular ten (10) month assignment.
- 3.9 "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.
- 3.10 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 employees whose bargaining rights are included under Certificate No. 524-92. It shall not cover positions listed as excluded in the Certificate, further positions excluded by mutual agreement or by amendments to the Certificate and positions listed in Appendix "B" to 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 - EMPLOYMENT, JOB POSTINGS, PROMOTIONS, TRANSFERS, AND PROBATIONARY/TRIAL PERIODS

EMPLOYMENT

- 5.1 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

- 5.2.1 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) lunch room supervisors
 - b) vacancies filled pursuant to the provisions of Clause 32.2 (administrative transfers)
 - c) when staff are pending recall pursuant to Clause 7.7 (recall procedures)
- 5.2.2 A permanent position, which is temporarily vacant and is occupied by a temporary employee as defined in Clause 3.7, will then be posted in accordance with this clause.
- 5.3 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

- 5.4.1 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 twelve (12) 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.
- 5.4.2 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.
- 5.4.3 When qualifications are equal, seniority shall prevail.
- 5.4.4 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

- 5.5.1 All new employees to the Board shall serve a six (6) month probationary period as described in Clause 3.6.
- 5.5.2 A permanent employee who transfers by means of a posted vacancy or who receives a promotion to a permanent position with the Board, shall have a trial period of six (6) months (as per Clause 3.9). If the employee does not wish to remain in the position or proves unsatisfactory during the trial period, Management shall place the employee in the employee's former permanent position or its equivalent in pay as soon as possible.
- 5.5.3 Refusal to accept a reasonable transfer will be deemed to be a resignation effective immediately.

ARTICLE 6 - TERMINATION

- 6.1 Employees shall give the Board at least two (2) weeks notice should they decide to terminate employment.
- 6.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.6, 3.7 and 32.2, 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 to the employee, or a combination of a portion of the notice of termination required 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.
- 6.3 Volunteers will not be used to replace or reduce the FTE of permanent employees.

ARTICLE 7 - LAY-OFF AND RECALL

LAY OFF PROCEDURE

- 7.1.1 Employees who are identified for transfer from a school, department or office, shall be placed in a transfer pool. Where an employee has been identified for transfer and is not subsequently reassigned, a notice of lay-off shall be issued in accordance with Clause 7.1.2.
- 7.1.2 The Board shall endeavour to provide four (4) weeks notice in writing to permanent employees laid off pending recall. However, in any event, permanent employees laid off pending recall shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu of notice. The employee who is laid off shall submit their present address and telephone number to Human Resources.
- 7.2.1 When positions become redundant, or a staff reduction or displacements within a particular school, department or office are necessary, permanent employees shall be retained on the basis of firstly, their field of employment; secondly, their full-time equivalency category; thirdly, their relative merit; fourthly, their seniority.
- 7.2.2 In the event that two or more employees possess equal seniority, equal relative merit, and share the same field of employment and full-time equivalency category, the employees to be retained shall be determined by the drawing of lots.
- 7.2.3 Where an employee has been laid off, such employee may displace another employee in the same field of employment and the same full-time equivalency category only if they have more than two (2) years continuous service with the Board and have six (6) months greater seniority than the employee to be displaced. Such employees, when exercising these rights, shall be considered as having made a lateral transfer; under these circumstances, a six (6) month trial period, as per Clause 3.9 will not be required.
- 7.2.4 Where the employee could displace more than one employee, the employee to be displaced shall be the one possessing the least Board seniority.

FIELD OF EMPLOYMENT

- 7.3 The Board shall determine the fields of employment in consultation with the Association. The fields of employment are to be reviewed jointly by the parties, and amended if necessary, on a bi-annual basis.

FULL-TIME EQUIVALENCY CATEGORY

- 7.4 The Board shall determine the full-time equivalency categories in consultation with the Association as conditions change and circumstances warrant.

RELATIVE MERIT

- 7.5 Relative merit shall be defined as the employee's ability to perform assigned duties and shall be determined on the basis of written performance appraisals and on written recommendation of the employee's current supervisor.

SENIORITY

- 7.6 For the purposes of this Article, seniority shall be that established in Article 23 of this Agreement.

RECALL PROCEDURES

- 7.7.1 Employees laid off in accordance with Clauses 7.1 and 7.2, shall retain recall rights for a period of one (1) year from the date of actual lay-off.
- 7.7.2 Employees shall be recalled on the basis of firstly, their field of employment; secondly, their full-time equivalency category; thirdly, their relative merit; and fourthly, their seniority.
- 7.7.3 Such laid off employees shall be given consideration for positions in job classifications (groups) and full-time equivalent categories other than those which they occupied at the time of lay-off, provided such employees, are in the opinion of the Board, qualified for those positions.
- 7.7.4 The Board will attempt to first notify employees being recalled by phone, but in any case, employees being recalled will be notified by registered mail to the employee's last known address on file (a copy of such notice shall be sent to the Association).
- 7.7.5 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 8 - SALARY ADMINISTRATION

PAY DAY

- 8.1 Pay day shall be every second Friday. Employees shall receive with each pay day, a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a pay day falls on a general holiday, then the pay day shall be the preceding Thursday.

SALARY SCHEDULE

- 8.2 Applicable ranges for groupings of classifications of employees covered by this Agreement shall be according to the Salary Schedules, attached and marked Appendix "A".
- 8.3 Employees shall be paid in accordance with the applicable schedules in Appendix "A".
- 8.4 Normally a new employee shall be paid the minimum rate for the position. Where it is necessary to pay a new employee at a rate higher than the minimum, the Superintendent of Human Resources, or designate, will determine the applicable salary placement.
- 8.5 Rates other than those listed in Appendix "A" may be established only by mutual agreement of both parties.

INCREMENTS

- 8.6 A probationary employee, or an employee serving a trial period as a result of a promotion, shall be granted a salary increment upon successful completion of the probationary or trial period.
- 8.7 No change shall occur in the salary of a permanent employee who transfers to a position of the same grouping.
- 8.8 A permanent employee who is promoted, or whose position is reclassified to a higher grouping and who has successfully completed the trial period, shall be entitled to an increment.
- 8.9 Subsequent increments, within the range, for a permanent employee who has successfully completed a probationary and/or trial period shall be effective January 1 and July 1, unless otherwise provided in Appendix "A". Where performance is deemed by Management to be less than satisfactory, an increment may be withheld.

- 8.10 A permanent employee whose position is reclassified to a position of a higher grouping, or is promoted, shall be paid the greater of the minimum rate of the new salary range or a step in the new range which is two (2) steps higher than the employee's present rate. If the reclassification, or promotion, occurs within the two (2) months prior to January or July, that increment shall be considered as earned, and thereby form part of the employee's present rate.
- 8.11 A permanent employee who takes an additional position in a lower Group shall be paid at the same step in the lower Group.

ACTING ASSIGNMENT

- 8.12 Where an employee is requested to temporarily assume a position of greater responsibility covered by the terms of the Collective Agreement for a period in excess of two (2) consecutive working days, the employee shall be paid in the range for the higher grouping on the basis of the procedures set forth in Clause 8.10. This adjustment shall be retroactive to the first day of assignment. The immediate supervisor will inform Human Resources, in writing, as to the effective date of assignment.

JOB CLASSIFICATION

- 8.13.1 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 "Letter of Understanding Re: Clause 8.13.1 - Job Classification" in Appendix "C" of this Agreement.
- 8.13.2 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 "Letter of Understanding Re: Clause 8.13.2 - Classification Groups" in Appendix "C" of this Agreement.
- 8.13.3 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.
- 8.13.4 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 9 - ANNUAL SERVICE AWARD

- 9.1 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 10 - STAFF ASSOCIATION CONVENTION

- 10.1 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.
- 10.2 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 11 - HOURS OF WORK

TEN MONTH EMPLOYEES

- 11.1.1 For ten-month employees the normal scheduled working hours shall be seven (7) hours per day, for five (5) consecutive days per week.
- 11.1.2 For ten-month employees working in modified calendar or year round schools, the normal scheduled working hours shall be up to a maximum of eight (8) hours per day, for five (5) consecutive days per week.
- 11.1.3 The daily hours for ten-month employees shall be from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m., unless otherwise designated, provided, however, that any designated variations will not be greater than one (1) hour.
- 11.1.4 Unless designated otherwise, a ten-month employee shall commence employment on the first day of the school year, shall commence leave of absence, without pay, at the end of the last applicable working day of the school year, and shall be on leave of absence without pay when schools are not in session during Winter and Spring Recess.

- 11.1.5 Ten-month employees required to work during the period of leave of absence, referred to in Clause 11.1.4, shall be entitled to be paid at their normal rate of pay.

TWELVE MONTH EMPLOYEES

- 11.2.1 For twelve-month permanent and probationary employees the normal working hours shall be seven and one-quarter (7 $\frac{1}{4}$) hours per day, or for those positions designated by Human Resources, the normal working hours shall be eight and one-quarter (8 $\frac{1}{4}$) hours per day, for five (5) consecutive days per week.
- 11.2.2 The daily hours for twelve-month employees shall be from 8:15 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m., unless otherwise designated, provided, however, that any designated variations will not be greater than one (1) hour.
- 11.2.3 For eight (8) weeks, within the period commencing the last week of June and ending the last week of the summer recess, the normal working hours shall be those hours as specified in Clause 11.2.1 above, for four (4) consecutive days per week between Monday and Friday.
- 11.2.4 The provisions of Clause 11.2.3 shall not apply if, in the view of Management, staff are required for the efficient operation of the school(s)/department(s) concerned, and providing an alternative schedule for an equivalent number of days off is provided to the employee affected.
- 11.2.5 As previously agreed, Clauses 11.2.1 and 11.2.3, which allow for Fridays off during the summer months for twelve month employees, were not intended to create additional accounting for new employees hired during the school year, or for those employees who leave the Board during the school year (i.e. those employees who terminate their employment with the Board during the school year shall not be reimbursed for the additional fifteen (15) minutes worked per day).

WORK BREAKS

- 11.3.1 Employees shall be entitled to two (2) fifteen (15) minute work breaks for each full day worked, one in the forenoon and one in the afternoon, times to be designated by Management.
- 11.3.2 Employees who are employed in a position with an FTE of less than 1.0 will receive one (1) fifteen (15) minute work break for each shift of three (3) to five (5) consecutive hours, and will receive two (2) fifteen (15) minute work breaks for each shift of more than five (5) hours.

SHIFT WORK

- 11.4 Employees who are assigned non-standard hours for five (5) or more days shall receive an additional allowance of seven (7%) percent above their regular rate, if assigned to a shift which commences between 1:00 p.m. and 10:59 p.m., or an additional allowance of ten (10%) percent above their regular rate, if assigned to a shift which commences between 11:00 p.m. and 6:00 a.m. Shift premiums shall be paid only for shifts actually worked.
- 11.5 Where shiftwork or a change of shifts becomes essential, Management shall establish the shift schedules following consultation with the employees concerned.
- 11.6 Where a change of hours (reduction or increase) is required, or a change of hours results in a split shift, Management shall provide the employee with two (2) weeks notice in writing of such change or two (2) weeks' pay in lieu of notice.
- 11.7 The provisions of this Article may be amended to make possible alternative work patterns (for example, flex-time, four (4) day week, etc.) for departments, groups of departments or for all employees, provided mutual agreement exists with the Association.

ARTICLE 12 - OVERTIME

- 12.1 Any permanent or probationary employee who works up to the number of hours in a day of a full time employee at their work location (normally seven (7) hours) will be paid at straight time. After this, the employee will be paid overtime at a rate of one and one-half (1 $\frac{1}{2}$) times for the first two (2) hours and double time thereafter.
- 12.2 Overtime will be paid for any hours worked on Saturday or Sunday. The first two (2) hours worked on the weekend will be paid at one and one-half (1 $\frac{1}{2}$) times and all subsequent hours will be paid at double time.
- 12.3 When an employee is called from home to work overtime, the employee shall be paid a minimum of two (2) hours at one and one-half (1 $\frac{1}{2}$) times the employee's regular rate of pay.
- 12.4 All overtime shall require approval from the applicable Superintendent, Director, Manager, Principal, or other designated official, before commencement.
- 12.5.1 Where there is mutual agreement between the employee and the Supervisor, overtime may be taken off in lieu. All overtime (time off or pay) shall be allocated as per the provision of Article 12.
- 12.5.2 Notwithstanding Clause 12.5.1, those employees who have overtime hours owing to them at the end of any school year, must receive payment for such overtime on the last regular pay of that school year.

12.6 Prior to or at the commencement of each work/school year, the supervisor of a work unit, or the principal of a school, will meet with employees covered by this Agreement who may be expected to work overtime during the year.

Participants will:

- a) identify the extent to which overtime can be anticipated;
- b) clarify the process for approving overtime as per Clause 12.4;
- c) establish the terms for compensating employees required to work overtime as per Clause 12.5.1;
- d) be provided with written confirmation of decisions reached regarding overtime.

12.7 The provisions of this Article may be amended to make possible alternative work patterns (for example flex-time, four (4) day week, etc.) for departments, groups of departments or for all employees, provided mutual agreement exists with the Association.

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.

13.2.1 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 Recess, Victoria 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 holidays named previously in which case only the lieu holiday shall be recognized.

13.2.2 Ten-month employees who work anytime within the one (1) week immediately preceding Labour Day shall also be entitled to be paid for Labour Day as a general holiday.

- 13.2.3 Ten-month employees working in modified calendar or year round schools who work anytime during the week immediately preceding and following Canada Day or Civic Holiday (first Monday in August) or Labour Day shall be entitled to be paid those days as a general holiday.
- 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 No deductions in the wages or salaries of any employee with more than thirty (30) days continuous service shall be made on account of the aforementioned holidays regardless of the same occurring during regular work periods. However, if an employee is absent the employee's working day immediately prior, or following, the general holiday, no payment shall be made for the general holiday unless the absence is covered by proof of sickness as outlined in Clause 15.3.
- 13.5 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.
- 13.6 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.
- 13.7 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-quarter (1 ¼) 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 shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:
- | | |
|---------------|---------------------------------|
| After 1 year | 15 working days annual vacation |
| After 8 years | 20 working days annual vacation |

After 16 years 25 working days annual vacation
After 25 years 30 working days annual vacation

- 14.3 Ten-month employees shall be entitled to vacation pay calculated on the basis of six (6) percent for the first eight (8) years of service; eight (8) percent for over eight (8) years of service; ten (10) percent for over sixteen (16) years of service; and twelve (12) percent for over twenty-five (25) years of service. Such payments shall be paid on the last working day prior to the Winter and Summer Recess, along with any balance of pay owing since the previous pay period.
- 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 fifteen (15) 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 While on annual vacation, an employee is entitled to the provisions of Article 16.
- 14.7 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 Permanent and probationary employees shall earn sick leave 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 Employees shall accumulate their unused sick leave to a maximum of two hundred (200) days (pro-rated based on hours) and in accordance with Article 11.
- 15.3 Employees shall be eligible for sick leave with pay provided that the illness of the employee which necessitates the absence of such employee is confirmed in writing by a qualified, registered doctor, dentist or chiropractor for the period of the employee's absence.
- 15.4 Management may not require the written confirmation in the event an employee submits a signed declaration setting forth the nature of such personal illness and that the period of illness necessitating the employee's absence is five (5) consecutive working days or less.

- 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 leave.
- 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 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 where the employee does not participate in either the group life insurance or the Local Authorities Pension Plan, to the estate of the employee.
- 15.8.1 An employee may be granted a 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.
- 15.8.2 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.
- 15.9 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 Permanent and probationary 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

- 17.1.0 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 17.1.1 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.
- 17.1.2 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 six (6) months from the date of birth.
- 17.1.3 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, 14.6, 15.1, and increment entitlement as per Article 8.
- 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, Education / Improvement Leave, General 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 their 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, Education / Improvement Leave, General 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) 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) days leave with pay at the time of the birth of his child.

ARTICLE 18 - EDUCATIONAL / IMPROVEMENT LEAVE

- 18.1.0 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 18.1 Permanent employees of the Board may be granted a leave of absence, without pay, for up to one (1) year for the purpose of participating in an educational program for educational/professional improvement.
- 18.2 Before proceeding on leave, the employee shall submit a letter of resignation to the Superintendent, Human Resources dated three (3) months prior to the expiry date of the leave. This letter of resignation shall be cancelled if the employee notifies the Superintendent, Human Resources before that date of their intention to return to duties at the expiry of the leave. Such letter shall be written on a common form letter designated by Management.
- 18.3 The period of leave may be extended for an additional period upon written application by the employee and approval by the Superintendent, Human Resources.
- 18.4 When leave of absence is granted without pay under this Article, maintenance of employee benefits shall be conditional upon the employee paying the full cost of such benefits, in advance, and the period of leave shall not be credited for computation of seniority, sick leave or annual vacation.

ARTICLE 19 - GENERAL LEAVE OF ABSENCE

- 19.1.0 An employee's position will be held for a maximum of twelve (12) continuous months when taking Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 19.1 Leave of absence without pay, not exceeding five (5) working days at any one time, may be granted by a principal or a department head, provided the work requirements of the school or department involved can accommodate such leave being granted.
- 19.2 Leave of absence without pay, exceeding five (5) working days but not exceeding twenty (20) working days at any one time, may be granted by the Superintendent, Human Resources, or designate.
- 19.3.1 Leave of absence without pay, may be granted by the Chief Superintendent of Schools, or designate, to a maximum period of twelve (12) months, to employees who have been employed for more than five (5) continuous years. In such cases, the position will be held for the employee on leave and shall be filled by a temporary employee without posting requirements.
- 19.3.2 Before proceeding on leave, the employee shall submit a letter of resignation to the Superintendent, Human Resources dated three (3) months prior to the expiry date of the leave. This letter of resignation shall be cancelled if the employee notifies the Superintendent, Human Resources before that date of their intention to return to duties at the expiry of the leave. Such letter shall be written on a common form letter designated by Management.
- 19.4 When leaves of absence are granted without pay under this Article, exceeding four (4) weeks at any one time, maintenance of employee benefits shall be conditional upon the employee paying the full cost of such benefits, in advance, and the period of leave shall not be credited for computation of seniority, sick leave or annual vacation.
- 19.5 Leave of absence with pay, for a period not exceeding two (2) days, may be granted by a department head or a principal, provided that it is mutually agreed by the respective department head, or principal, and the employee, that the time allowed will be made up by the employee at the regular rate of pay.
- 19.6 Leave of absence with pay, for periods over two (2) days at any one time but not over one (1) week, may be granted by the respective Division Superintendent, provided that it is mutually agreed by the respective Superintendent and the employee that time allowed will be made up by the employee at the regular rate of pay.
- 19.7 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

- 19.8.1 An employee is entitled to a maximum of three (3) days' leave for religious holy days, the observance of which, as an essential tenet of the religious faith, precludes the employee from working.
- 19.8.2 The employee shall notify their Supervisor at the beginning of each year of the dates required for such leave.
- 19.8.3 The employee may exercise one of the following options when taking leave for the observance of holy days:
- a) accumulated lieu time;
 - b) accumulated vacation time (12 month employees only);
 - c) personal time off without pay.
- 19.8.4 Pursuant to this Clause, the employee will be deducted at the rate of one half (1/2) day for each day of absence.

DEFERRED SALARY LEAVE PLAN

- 19.9.1 The Board, in consultation with the Association, shall offer a Deferred Salary Leave Plan to all permanent employees.
- 19.9.2 The employee granted Deferred Salary Leave shall have their position held and filled by a temporary employee.
- 19.9.3 Sick leave credits will not be accumulated during the year spent on leave.
- 19.9.4 It is understood that increments will not be credited to the employee for the period of leave under this Clause.
- 19.9.5 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, 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 for all full-time permanent and probationary employees. Coverage will commence on the first day of employment.

Employees must complete an enrolment card within thirty-one (31) days of this date. There is no waiting period for eligibility.

20.2.1 Participation in the Plan is optional for permanent and probationary employees who are employed 0.5 FTE or more, but less than 1.0 FTE. Once the option is exercised, continued participation shall be a condition of employment. Employees with less than 0.5 FTE are not eligible to participate in the Plan.

20.2.2 Coverage will commence on the date of hire of the date you become eligible. The application is to be made within thirty-one (31) days following the date of hire of the date you become eligible.

If you apply later than thirty-one (31) days from the date you become eligible your coverage will not commence until the insurance company approves evidence of insurability. In addition, your benefit coverage may be restricted.

20.3 Participation in the dental plan shall be a condition of employment for all new employees occupying permanent positions after January 1, 1982, and for all those employees who elected coverage on or after the inception of the plan on January 1, 1982.

20.4.1 Effective July 1, 1998, the cost sharing of the Plan between the Board and eligible employees under this Collective Agreement shall be in the following proportions:

	Board	Employee
Life and Accidental Death and Dismemberment	79%	21%
Supplementary Health Benefits	75%	25%
Dental Plan	66%	34%
Long Term Disability	0%	100%
Alberta Health Care Insurance	94%	6%

20.4.2 The parties agree to an overall cost sharing of Plan premiums of seventy (70%) percent Board paid and thirty (30%) percent employee paid. Annually, the

Board will report the overall premium contributions and the parties will adjust the contribution percentages to maintain the overall cost sharing arrangement in the following year.

20.4.3. The Board shall contribute to the Alberta Health Care Insurance Plan for employees whose full time equivalency is .5 or greater.

20.4.4.1 The Board shall not contribute on behalf of ten-month employees during the months of July and August, except in cases where they work at least one (1) day in either of these months. Where this occurs, the Board shall pay its portion of premiums for the month(s) in which the employee worked.

20.4.4.2 Effective September 1, 1995, ten-month employees shall be deducted the total cost of benefit premiums for July and August, except where they work in year-round schools or schools with modified calendars. Such deduction shall be averaged over the period from September to June.

The intent of this Clause is not to create additional accounting of premium payments for new employees hired during the school year, or for those employees who leave the Board during the school year (i.e. those employees who terminate their employment with the Board during the school year shall not be reimbursed for any premiums already deducted and benefits shall discontinue on the day of termination).

20.5 The Board will administer the Group Benefits Plan.

20.6 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 for employees covered by this Agreement is sixty-five (65) years of age.

ARTICLE 22 - PENSION PLAN

22.1 A compulsory Pension Plan shall apply to all permanent personnel, including ten-month personnel, unless excluded by the conditions of the Plan.

22.2 All employees employed for thirty (30) hours or more per week, shall become and remain members of the Local Authorities Pension Plan. The Board and the employee shall continue contributions towards the Local Authorities Pension Plan at all times in accordance with the Local Authorities Pension Plan Act.

22.3 Participation in the Local Authorities Pension Plan will be optional for those employees who work less than thirty (30) hours per week but not less than seventeen and one-half (17 $\frac{1}{2}$) hours per week. Maintenance of membership in the Local Authorities Pension Plan shall be a condition of employment for all those employees who opt to participate in the Plan.

22.4 Employees not participating in the Local Authorities Pension Plan, but who are a minimum of fifty-five (55) years old, shall receive a retirement allowance on the basis of the following formula:

After ten (10) years service:

Three (3) months salary at the rate of pay based on the year of highest earnings with the Board, plus one (1) month's salary for each additional three (3) years beyond ten (10), to a maximum of six (6) months' pay.

22.5 Employees who participate and who retire in accordance with the Local Authorities Pension Plan Regulations shall receive a retirement allowance based upon the following formula:

After 10 years service	1 month's salary
After 15 years service	2 months' salary
After 20 years service	2 $\frac{1}{2}$ months' salary
After 25 years service	3 months' salary

based on the year of highest earnings with the Board.

22.6 Permanent female employees hired prior to July 1978, and who voluntarily opted out of the Local Authorities Pension Plan shall be eligible for either Clause 22.4 if they are permanent part-time employees or Clause 22.5 if they are permanent full-time employees at the time of their retirement.

ARTICLE 23 - SENIORITY

23.1 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.

23.2 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 24 - GRIEVANCE PROCEDURE

GUIDELINES

- 24.1.1 A grievance is a difference regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.
- 24.1.2 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.
- 24.1.3 During the grievance procedure described in Clauses 24.1 through 24.6, it is recommended that an interest-based problem solving approach be used. However, if mutually agreed, either part may apply for a third party grievance mediator to resolve the dispute at any time during the process.
- 24.1.4 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.
- 24.1.5 The use of the word "days" in this Article means working days.
- 24.1.6 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.
- 24.1.7 The time limits referred to in this Article may be extended by written mutual agreement of the parties.
- 24.1.8 Grievances submitted later than the specified time limits shall be considered null and void.

INFORMAL DISCUSSION

- 24.2.1 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.
- 24.2.2 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

- 24.3.1 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 of the scope of this Collective Agreement whose action precipitated the grievance, of the grievance.
- 24.3.2 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.
- 24.3.3 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

- 24.4.1 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.
- 24.4.2 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.
- 24.4.3 Where the Superintendent fails to hold a hearing and render a written decision with reasons within five (5) days following the hearing, the Association shall be entitled to advance the grievance to Level III.

LEVEL III

- 24.5.1 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.
- 24.5.2 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.

24.5.3 Where the Chief Superintendent of Schools fails to hold a hearing and render a written decision with reasons within ten (10) days, the Association shall be entitled to advance the grievance to arbitration.

ARBITRATION

24.6.1 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.

24.6.2 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.

24.6.3 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.

24.6.4 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

24.7.1 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.

24.7.2 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 24.

GROUP GRIEVANCE

24.8 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 24.1 to 24.6 inclusive.

The withdrawal of support of a group grievance by one of its submitting Staff Association members does not automatically cancel the group grievance.

ARTICLE 25 - DEDUCTION OF DUES

- 25.1 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 that an employee commenced or terminated employment. Dues deduction will be made in advance on behalf of employees on leave of absence without pay, which exceed four (4) weeks at any one time.
- 25.2 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 26 - SUPPLEMENT TO THE WORKERS' COMPENSATION BOARD

- 26.1 If a permanent or probationary 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 27 - PROTECTIVE CLOTHING

- 27.1 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.
- 27.2 Disposable surgical gloves will be provided for all First Aid Kits.

ARTICLE 28 - VEHICLE ALLOWANCE

- 28.1.1 A mileage allowance at the prevailing rate approved by the Board will be paid to each employee who is designated by Management to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours.
- 28.1.2 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.
- 28.1.3 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. Where distance involved is negligible and additional insurance premiums are not warranted, the owner will arrange for a letter of exemption from the insurance company concerned. With respect to the monthly allowance, the alternative would be that the Board shall provide vehicles for those required to transport Board equipment and materials.

ARTICLE 29 - PARKING

- 29.1 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

- 30.1.1 Effective September 1, 1998, a fund in the amount of fifty thousand (\$50,000.00) dollars is available annually to Staff Association members, or groups of Staff Association members, for the purpose of staff training/development. This fund shall be known as the Staff Development Fund.
- 30.1.2 Effective September 1, 1998, and each subsequent year, the amount of the Fund referred to in Clause 30.1.1 may be enhanced by up to fifty thousand (\$50,000) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of twenty-five thousand (\$25,000) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed seventy-five thousand (\$75,000) dollars in each fiscal year.
- 30.2 Any Staff Association member or group of Staff Association members may make application to the Staff Association Staff Development Advisory Committee for funds, such application to include a resume of the proposed project.

- 30.3 It is the responsibility of the Staff Association 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 four (4) Staff Association 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 of each year an additional ten thousand (\$10,000.00) dollars shall be allocated on an annual basis for the administration of the Staff Development Fund. For all funds above the first forty thousand (\$40,000) dollars provided by the Board in Clause 30.1.2, up to twenty (20%) percent may be allocated by the Staff Association to the administration of the Staff Development Fund.

ARTICLE 31 - PROVISIONS APPLICABLE TO TEMPORARY EMPLOYEES

- 31.1 All provisions relating to the terms and conditions of employment for temporary employees are as stipulated in the Letter of Understanding found in Appendix "C" of this Collective Agreement.

ARTICLE 32 - MANAGEMENT RIGHTS

- 32.1 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 affect the exercise of these rights.
- 32.2 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.
- 32.3.1 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 have 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.

- 32.3.2 The Board shall state on 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 Association shall be so notified.
- 32.3.3 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 33 - MUTUAL INTEREST BOARD

- 33.1 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 34 - RETROACTIVITY

- 34.1 All articles in this Agreement unless otherwise specified shall become effective on the date of ratification of this Agreement.
- 34.2 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 35 - SECONDMENT

- 35.1 Upon request for leave, a member of the Staff Association shall be seconded from the Board to the Calgary Board of Education Staff Association.
- 35.2 There shall be no cost to the Board during the leave.
- 35.3 The Staff Association member shall be entitled to increments in accordance with Article 8 of this Agreement.
- 35.4 The Staff Association member shall earn and retain seniority during the term of the leave.

- 35.5 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.
- 35.6 The duration of this leave shall be for the term specified in the secondment contract.
- 35.7 The Staff Association Chairperson shall advise the Superintendent of Human Resources in the event an extension is necessary.
- 35.8 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.
- 35.9 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 36 - INFORMATION

- 36.1 Unless otherwise stated, the Board shall provide reports to the Association at the end of September, November, February and May regarding the following information:
- a) current seniority list based on the school year. February's seniority list would be processed at the beginning of the month prior to the annual convention.
 - b) an alphabetical staff list containing name, location, home address and telephone number of Staff Association members.
 - c) a staff list by location, containing name, location, home address and telephone number of Staff Association members.
 - d) a monthly list of retirements, resignations, lay-offs and new hires.
 - e) leaves of Absence letters to employees shall be copied to the Association.
 - f) Support Staff Allocation Reports - Spring projected and Fall actual Support Staff Allocation Fund Reports.
 - g) a monthly list of new hires; and members on leave of absence, lay-offs and terminations of employment.

ARTICLE 37 - CONTRACTING OUT

- 37.1 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.

- 37.2 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.
- 37.3 Any decision to contract out services will be done in an open, honest and ethical manner.

STAFF ASSOCIATION SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 1999 (Biweekly Based On 70 Hours)									
GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A - BIWEEKLY	703.94	727.55	759.56	791.53	816.54	848.47	880.53	-----	-----
A - HOURLY	10.06	10.39	10.85	11.31	11.66	12.12	12.58	-----	-----
B - BIWEEKLY	791.53	816.54	848.47	880.53	912.45	944.40	976.36	-----	-----
B - HOURLY	11.31	11.66	12.12	12.58	13.04	13.49	13.95	-----	-----
C - BIWEEKLY	880.53	912.45	944.40	976.36	1015.43	1055.70	1096.02	1136.29	-----
C - HOURLY	12.58	13.04	13.49	13.95	14.51	15.08	15.66	16.23	-----
D - BIWEEKLY	976.36	1015.43	1055.70	1096.02	1136.29	1175.34	1207.30	1239.28	1279.65
D - HOURLY	13.95	14.51	15.08	15.66	16.23	16.79	17.25	17.70	18.28
E - BIWEEKLY	1096.02	1136.29	1175.34	1207.30	1239.28	1279.65	1328.22	1375.48	1431.09
E - HOURLY	15.66	16.23	16.79	17.25	17.70	18.28	18.97	19.65	20.44
F - BIWEEKLY	1207.30	1239.28	1279.65	1328.22	1375.48	1431.09	1479.78	1526.99	1584.08
F - HOURLY	17.25	17.70	18.28	18.97	19.65	20.44	21.14	21.81	22.63
G - BIWEEKLY	1431.09	1479.78	1526.99	1584.08	1631.23	1680.07	1727.18	1775.85	1814.81
G - HOURLY	20.44	21.14	21.81	22.63	23.30	24.00	24.67	25.37	25.93
H - BIWEEKLY	1584.08	1631.23	1680.07	1727.18	1775.85	1814.81	1871.86	1919.16	1967.79
H - HOURLY	22.63	23.30	24.00	24.67	25.37	25.93	26.74	27.42	28.11
I - BIWEEKLY	1775.14	1814.09	1871.12	1918.39	1967.01	2016.78	2067.80	2120.12	2183.38
I - HOURLY	25.36	25.92	26.73	27.41	28.10	28.81	29.54	30.29	31.19
J - BIWEEKLY	1967.01	2016.78	2067.80	2120.12	2183.38	2238.62	2295.25	2353.33	2423.56
J - HOURLY	28.10	28.81	29.54	30.29	31.19	31.98	32.79	33.62	34.62
K - BIWEEKLY	2183.38	2238.62	2295.25	2353.33	2423.56	2484.28	2547.14	2611.59	2690.14
K - HOURLY	31.19	31.98	32.79	33.62	34.62	35.49	36.39	37.31	38.43

NOTE: "Biweekly" is the official rate of pay. "Hourly" is provided for information purposes only.

STAFF ASSOCIATION SALARY SCHEDULE EFFECTIVE JANUARY 1, 2000 (Biweekly Based On 70 Hours)									
GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A - BIWEEKLY	721.54	745.74	778.55	811.32	836.95	869.68	902.54	-----	-----
A - HOURLY	10.31	10.65	11.12	11.59	11.96	12.42	12.89	-----	-----
B - BIWEEKLY	811.32	836.95	869.68	902.54	935.26	968.01	1000.77	-----	-----
B - HOURLY	11.59	11.96	12.42	12.89	13.36	13.83	14.30	-----	-----
C - BIWEEKLY	902.54	935.26	968.01	1000.77	1040.82	1082.09	1123.42	1164.70	-----
C - HOURLY	12.89	13.36	13.83	14.30	14.87	15.46	16.05	16.64	-----
D - BIWEEKLY	1000.77	1040.82	1082.09	1123.42	1164.70	1204.72	1237.48	1270.26	1311.64
D - HOURLY	14.30	14.87	15.46	16.05	16.64	17.21	17.68	18.15	18.74
E - BIWEEKLY	1123.42	1164.70	1204.72	1237.48	1270.26	1311.64	1361.43	1409.87	1466.87
E - HOURLY	16.05	16.64	17.21	17.68	18.15	18.74	19.45	20.14	20.96
F - BIWEEKLY	1237.48	1270.26	1311.64	1361.43	1409.87	1466.87	1516.77	1565.16	1623.68
F - HOURLY	17.68	18.15	18.74	19.45	20.14	20.96	21.67	22.36	23.20
G - BIWEEKLY	1466.87	1516.77	1565.16	1623.68	1672.01	1722.07	1770.36	1820.25	1860.18
G - HOURLY	20.96	21.67	22.36	23.20	23.89	24.60	25.29	26.00	26.57
H - BIWEEKLY	1623.68	1672.01	1722.07	1770.36	1820.25	1860.18	1918.66	1967.14	2016.98
H - HOURLY	23.20	23.89	24.60	25.29	26.00	26.57	27.41	28.10	28.81
I - BIWEEKLY	1819.52	1859.44	1917.90	1966.35	2016.19	2067.20	2119.50	2173.12	2237.96
I - HOURLY	25.99	26.56	27.40	29.09	28.80	29.53	30.28	31.04	31.97
J - BIWEEKLY	2016.19	2067.20	2119.50	2173.12	2237.96	2294.59	2352.63	2414.16	2484.15
J - HOURLY	28.80	29.53	30.28	31.04	31.97	32.78	33.61	34.46	35.49
K - BIWEEKLY	2237.96	2294.59	2352.63	2412.16	2484.15	2546.39	2610.82	2676.88	2757.39
K - HOURLY	31.97	32.78	33.61	34.46	35.49	36.38	37.30	38.24	39.39

NOTE: "Biweekly" is the official rate of pay. "Hourly" is provided for information purposes only.

STAFF ASSOCIATION SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2000 (Biweekly Based On 70 Hours)									
GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A - BIWEEKLY	735.97	760.65	794.12	827.55	853.69	887.07	920.59	-----	-----
A - HOURLY	10.51	10.87	11.34	11.82	12.20	12.67	13.15	-----	-----
B - BIWEEKLY	827.55	853.69	887.07	920.59	953.97	987.37	1020.79	-----	-----
B - HOURLY	11.82	12.20	12.67	13.15	13.63	14.11	14.58	-----	-----
C - BIWEEKLY	920.59	953.97	987.37	1020.79	1061.64	1103.73	1145.89	1187.99	-----
C - HOURLY	13.15	13.63	14.11	14.58	15.17	15.77	16.37	16.97	-----
D - BIWEEKLY	1020.79	1061.64	1103.73	1145.89	1187.99	1228.81	1262.23	1295.67	1337.87
D - HOURLY	14.58	15.17	15.77	16.37	16.97	17.55	18.03	18.51	19.11
E - BIWEEKLY	1145.89	1187.99	1228.81	1262.23	1295.67	1337.87	1388.66	1438.07	1496.21
E - HOURLY	16.37	16.97	17.55	18.03	18.51	19.11	19.84	20.54	21.37
F - BIWEEKLY	1262.23	1295.67	1337.87	1388.66	1438.07	1496.21	1547.11	1596.46	1656.15
F - HOURLY	18.03	18.51	19.11	19.84	20.54	21.37	22.10	22.81	23.66
G - BIWEEKLY	1496.21	1547.11	1596.46	1656.15	1705.45	1756.51	1805.77	1856.66	1897.38
G - HOURLY	21.37	22.10	22.81	23.66	24.36	25.09	25.80	26.52	27.11
H - BIWEEKLY	1656.15	1705.45	1756.51	1805.77	1856.66	1897.38	1957.03	2006.48	2057.32
H - HOURLY	23.66	24.36	25.09	25.80	26.52	27.11	27.96	28.66	29.39
I - BIWEEKLY	1855.91	1896.63	1956.26	2005.68	2056.51	2108.54	2161.89	2216.58	2282.72
I - HOURLY	26.51	27.09	27.95	28.65	29.38	30.12	30.88	31.67	32.61
J - BIWEEKLY	2056.51	2108.54	2161.89	2216.58	2282.72	2340.48	2399.68	2460.40	2533.83
J - HOURLY	29.38	30.12	30.88	31.67	32.61	33.44	34.28	35.15	36.20
K - BIWEEKLY	2282.72	2340.48	2399.68	2460.40	2533.83	2597.32	2663.04	2730.42	2812.54
K - HOURLY	32.61	33.44	34.28	35.15	36.20	37.10	38.04	39.01	40.18

NOTE: "Biweekly" is the official rate of pay. "Hourly" is provided for information purposes only.

STAFF ASSOCIATION SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2001 (Biweekly Based On 70 Hours)									
GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A - BIWEEKLY	750.69	775.86	810.00	844.10	870.76	904.81	939.00	-----	-----
A - HOURLY	10.72	11.08	11.57	12.06	12.44	12.93	13.41	-----	-----
B - BIWEEKLY	844.10	870.76	904.81	939.00	973.05	1007.12	1041.21	-----	-----
B - HOURLY	12.06	12.44	12.93	13.41	13.90	14.39	14.87	-----	-----
C - BIWEEKLY	939.00	973.05	1007.12	1041.21	1082.87	1125.80	1168.81	1211.75	-----
C - HOURLY	13.41	13.90	14.39	14.87	15.47	16.08	16.70	17.31	-----
D - BIWEEKLY	1041.21	1082.87	1125.80	1168.81	1211.75	1253.39	1287.47	1321.58	1364.63
D - HOURLY	14.87	15.47	16.08	16.70	17.31	17.91	18.39	18.88	19.49
E - BIWEEKLY	1168.81	1211.75	1253.39	1287.47	1321.58	1364.63	1416.43	1466.83	1526.13
E - HOURLY	16.70	17.31	17.91	18.39	18.88	19.49	20.23	20.95	21.80
F - BIWEEKLY	1287.47	1321.58	1364.63	1416.43	1466.83	1526.13	1578.05	1628.39	1689.27
F - HOURLY	18.39	18.88	19.49	20.23	20.95	21.80	22.54	23.26	24.13
G - BIWEEKLY	1526.13	1578.05	1628.39	1689.27	1739.56	1791.64	1841.89	1893.79	1935.33
G - HOURLY	21.80	22.54	23.26	24.13	24.85	25.59	26.31	27.05	27.65
H - BIWEEKLY	1689.27	1739.56	1791.64	1841.89	1893.79	1935.33	1996.17	2046.61	2098.47
H - HOURLY	24.13	24.85	25.59	26.31	27.05	27.65	28.52	29.24	29.98
I - BIWEEKLY	1893.03	1934.56	1995.39	2045.79	2097.64	2150.71	2205.13	2260.91	2328.37
I - HOURLY	27.04	27.64	28.51	29.23	29.97	30.72	31.50	32.30	33.26
J - BIWEEKLY	2097.64	2150.71	2205.13	2260.91	2328.37	2387.29	2447.67	2509.61	2584.51
J - HOURLY	29.97	30.72	31.50	32.30	33.26	34.10	34.97	35.85	36.92
K - BIWEEKLY	2328.37	2387.29	2447.67	2509.61	2584.51	2649.27	2716.30	2785.03	2868.79
K - HOURLY	33.26	34.10	34.97	35.85	36.92	37.85	38.80	39.79	40.98

NOTE: "Biweekly" is the official rate of pay. "Hourly" is provided for information purposes only.

EDUCATIONAL INTERPRETERS / SENIOR EDUCATIONAL INTERPRETERS EFFECTIVE SEPTEMBER 1, 1999 (Biweekly Rates)					
INTERPRETERS			SENIOR INTERPRETERS		
	ITP, No Degree	ITP, With Degree		ITP, No Degree	ITP, With Degree
Start Rate	*1223.37	1299.10	Start Rate	1376.08	1452.02
After 1 Year	1338.05	1413.42	After 1 Year	1507.36	1583.00
After 2 Years	1452.74	1528.49	After 2 Years	1632.98	1708.67
After 3 Years	1643.89	1719.27	After 3 Years	1851.44	1927.45
With AVLIC or RID Certification			With AVLIC or RID Certification		
After 4 Years	1682.93	1758.58	After 4 Years	1901.71	1977.04
After 5 Years	1797.24	1873.28	After 5 Years	2032.68	2108.12

* Educational Interpreters who do not meet the minimum educational requirements for the position (i.e. graduate from a recognized Interpreter Training Program [ITP]) shall not be eligible for increments beyond this level.

EDUCATIONAL INTERPRETERS / SENIOR EDUCATIONAL INTERPRETERS EFFECTIVE JANUARY 1, 2000 (Biweekly Rates)					
INTERPRETERS			SENIOR INTERPRETERS		
	ITP, No Degree	ITP, With Degree		ITP, No Degree	ITP, With Degree
Start Rate	*1253.95	1331.58	Start Rate	1410.48	1488.32
After 1 Year	1371.50	1448.76	After 1 Year	1545.04	1622.58
After 2 Years	1489.06	1566.70	After 2 Years	1673.80	1751.39
After 3 Years	1684.99	1762.25	After 3 Years	1897.73	1975.64
With AVLIC or RID Certification			With AVLIC or RID Certification		
After 4 Years	1725.00	1802.54	After 4 Years	1949.25	2026.47
After 5 Years	1842.17	1920.11	After 5 Years	2083.50	2160.82

* Educational Interpreters who do not meet the minimum educational requirements for the position (i.e. graduate from a recognized Interpreter Training Program [ITP]) shall not be eligible for increments beyond this level.

EDUCATIONAL INTERPRETERS / SENIOR EDUCATIONAL INTERPRETERS EFFECTIVE SEPTEMBER 1, 2000 (Biweekly Rates)					
INTERPRETERS			SENIOR INTERPRETERS		
	ITP, No Degree	ITP, With Degree		ITP, No Degree	ITP, With Degree
Start Rate	*1279.03	1358.21	Start Rate	1438.69	1518.09
After 1 Year	1398.93	1477.74	After 1 Year	1757.94	1655.03
After 2 Years	1518.84	1598.03	After 2 Years	1707.28	1786.42
After 3 Years	1718.69	1797.50	After 3 Years	1935.68	2015.15
With AVLIC or RID Certification			With AVLIC or RID Certification		
After 4 Years	1759.50	1838.59	After 4 Years	1988.24	2067.00
After 5 Years	1879.01	1958.51	After 5 Years	2125.17	2204.04

* Educational Interpreters who do not meet the minimum educational requirements for the position (i.e. graduate from a recognized Interpreter Training Program [ITP]) shall not be eligible for increments beyond this level.

EDUCATIONAL INTERPRETERS / SENIOR EDUCATIONAL INTERPRETERS EFFECTIVE SEPTEMBER 1, 2001 (Biweekly Rates)					
INTERPRETERS			SENIOR INTERPRETERS		
	ITP, No Degree	ITP, With Degree		ITP, No Degree	ITP, With Degree
Start Rate	*1304.61	1385.37	Start Rate	1467.46	1548.45
After 1 Year	1426.91	1507.29	After 1 Year	1607.46	1688.13
After 2 Years	1549.22	1629.99	After 2 Years	1741.43	1822.15
After 3 Years	1753.06	1833.45	After 3 Years	1974.39	2055.45
With AVLIC or RID Certification			With AVLIC or RID Certification		
After 4 Years	1794.69	1875.36	After 4 Years	2028.00	2108.34
After 5 Years	1916.59	1997.68	After 5 Years	2167.67	2248.12

* Educational Interpreters who do not meet the minimum educational requirements for the position (i.e. graduate from a recognized Interpreter Training Program [ITP]) shall not be eligible for increments beyond this level.

INSTRUCTORS IN THE DIVISION OF CONTINUING EDUCATION (Hourly Rates)				
All provisions, which apply to Continuing Education Instructors, shall be under this section of Appendix "A" and no other provision of this Agreement shall apply to Continuing Education Instructors.				
	EFFECTIVE SEPTEMBER 1, 1999	EFFECTIVE JANUARY 1, 2000	EFFECTIVE SEPTEMBER 1, 2000	EFFECTIVE SEPTEMBER 1, 2001
First two semesters	21.56	22.10	22.54	22.99
After two semesters	23.65	24.24	24.72	25.21
After four semesters	25.71	26.35	26.88	27.42
After six semesters	28.46	29.17	29.75	30.35
After eight semesters	31.20	31.98	32.62	33.27

- a) Continuing Education Instructors, as a condition of employment, shall be subject to deduction of dues as set forth from time-to-time by the Association. The Board agrees to deduct such dues monthly from the salary of Continuing Education Instructors and submit such dues to the Association by the fifteenth (15th) of the month following the collection of the dues.
- b) 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.

ENGLISH AS A SECOND LANGUAGE WORKERS (Hourly Rates)				
	EFFECTIVE SEPTEMBER 1, 1999	EFFECTIVE JANUARY 1, 2000	EFFECTIVE SEPTEMBER 1, 2000	EFFECTIVE SEPTEMBER 1, 2001
INTERPRETER	16.68	17.10	17.44	17.79
SCREENING ASSISTANT	16.68	17.10	17.44	17.79

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.

On Behalf Of
The Calgary Board Of Education

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

Date

SCHEDULE OF POSITION CLASSIFICATIONS

GROUP A

Cafeteria Helper
Facility Monitor
Lunchroom Supervisor

GROUP B

Book Room Clerk, Community & Continuing Education
Equipment & Services Clerk - Developmentally Challenged/Visually Impaired
Lunchroom Cook
Mail Clerk
Mail Clerk/Messenger
Program Assistant - Mandarin Chinese-English
Registration Associate
School Aide Food Preparation Program
School Assistant
School Assistant Literacy Program
Security Liaison, Community & Continuing Education
Switchboard Operator
Teacher Aide - Secondary

GROUP C

Accounting Clerk
Audiology Clerk
Bookkeeper, Schools
Bookkeeper/Typist, Schools
Circulation Clerk
Clerk - Cataloguing
Computer Operator I
Data Entry/Filing Clerk - Payroll
Distribution Clerk
E.S.L. Assistant
Guidance Secretary
LD III Literacy Program Assistant
Library Assistant, Continuing Education
Library Assistant, Schools
Occupational Health Receptionist/Clerk
Payroll Distribution Clerk
Processing & Data Entry Clerk, Educational Resources & Services
Program Secretary, Academic Programs
Program Secretary, Continuing Education
Receptionist, Community & Continuing Education
Receptionist/Clerk, Finance
Receptionist/Clerk, Human Resources
School Secretary/Office Assistant

School Technology Support Assistant
Secretary, AAP Program Team
Secretary, Adult Academic
Secretary, Continuing Education
Secretary, Operations Policy
Secretary, Parkdale
Secretary, Research & System Development
Secretary, SIRS Team
Service Station Aide
Shipper-Receiver, Education Centre
Shipper-Receiver, Media Services
Site Operations Aide
Sorting Clerk
Student Funding Receptionist/Assistant
Student Information System Clerk
Technical Secretary, ISS/CNS
Word Processing Specialist - Student Services Support

GROUP D

Accounting Clerk, Environmental Business Services
Accounting Clerk, Finance
Accounts Payable Clerk
Administrative Secretary, Energy, Recycling & Training
Admissions Assistant, Riverside Bungalow
Beauty Culture Technician
Cashier, Finance
Education Assistant - Braille
Education Assistant - Special Education
Environmental Business Services Assistant
Facility/Certificate Tracking Coordinator
HR Clerk - Operations
Health Absence Management Assistant
Human Resources Records Clerk
Labor Control Clerk
Library Technician Educational Media
Project Assistant - Corporate Systems
Purchasing Clerk
Registration Assistant
Reservations Technician
Resource Assistant
Revenue Accounting Clerk, Community & Continuing Education
Revenue Clerk
School Technology Support Specialist I
Secretarial Team Leader
Secretary, Administrative Staffing
Secretary, Adult Academic
Secretary, Purchasing Services & Warehouse & Distribution Services
Secretary, REACH

Secretary, Research & System Development
Secretary, Student Services
Student Records Assistant
SEMS Operator/Clerk
Teacher Staffing Clerk
Trade Services Assistant
Voice Mail Administrator

GROUP E

Aboriginal Cultural Instructor - Arts & Crafts
Aboriginal Cultural Instructor - Blackfoot Language
Aboriginal Cultural Instructor - Cree Language
Aboriginal Cultural Instructor - Drumming, Singing & Dancing
Aboriginal Cultural Instructor - Native Studies/Traditions
Accounting Clerk II, Environmental Business Services
Accounts Receivable Clerk
Administrative School Secretary
Administrative Secretary, Athletics
Administrative Secretary, Client & Corporate Systems Services
Administrative Secretary, REACH Services
Administrative Secretary, School & Parent Support
Administrative Secretary, Student Services Support
Administrative Secretary, Teacher Staffing
Advertising Production Assistant
Autobody Instructional Aide
Automotive Instructional Aide
Behavior Support Worker
Behavior Support Worker - Woods
Budget Accounting Clerk, Student Services Support
Budget Clerk
Cafeteria Supervisor
Chef Baker
Communications Assistant
Computer Operator II
Dietary Technician
E.S. Document/Web Page Production Assistant
Enhanced Opportunity School-Home-Community Coordinator
Enrolment/Accommodation Planning Assistant
Facility Rentals Clerk
Graphic Designer, Community & Continuing Education
Junior Buyer
Instructional Support Worker
Inventory Supervisor - Materials Management
Lab Technician, Continuing Education
Lab Technician, Secondary Schools
Library Technician
Library Technician Research & Development VCB
Mechanical Technician

Office Administrator - Occupational Health
Payroll Specialist
Program Assistant - Career & General Interest
Records Management Assistant
Recruitment Assistant, Teacher Staffing
SSPS Document/Web Page Production Assistant
SIRS User Support Assistant
Salary Administration Assistant I
School Technology Support Specialist II
Security/Energy Operator
Senior Acquisition Clerk
Senior Secretary, Chief Superintendent's Office
Statistician
Technical Budget & Expenditure Coordinator, ISS
Transportation Assistant

GROUP F

Administrative CLC Secretary
Administrative Secretary, Accountability Services
Advisor, Student Services, Community & Continuing Education
Benefits Specialist
Bibliographer
Business Manager - Continuing Education
Business Manager - Schools
Buyer
Clinical Assistant (EAP)
Computer Operator - III
Deduction Reconciliation Clerk
Environmental Services Business Technology Specialist
General Ledger Assistant
Grants Clerk
IMS Technology Support Technician
Media Production Generalist
Office Manager - Communications
Pension Specialist
Pool Therapist
Recruitment Assistant, Support Staffing Services
Registration Supervisor
Salary Administration Assistant II
School Network Support Specialist
Senior Accounts Payable Clerk
Senior Administrative Secretary, Information Systems Services
Senior Payroll Specialist
SEMS Administrative Operator
SIRS Senior Support/Trainer
System Support/Trainer
Transportation Officer

GROUP F/G

Network Specialist/Analyst I
Technology Support Technician, Community & Continuing Education

GROUP G

Business Manager II
Capital Fund Accountant
Client Services Specialist
Coordinator, Interpreter Services
Coordinator, Louise Dean
Community Education Facilitator
Cost Control Administrator
Industrial Hygiene Technologist
Insurance Risk Assistant
Internal Auditor
Internet Support Specialist
Librarian, Cataloguer
Music Loan Pool Coordinator
Parent Liaison/School Communications Facilitator
Rehabilitation Specialist
Records System Analyst
School Accounting Support Officer
Security Monitoring Centre Coordinator
Special Projects Coordinator/Financial Generalist

GROUP G/H

Programmer/Analyst
Technical Systems Specialist I
Technical Systems Specialist I - Internet

GROUP H

Admissions Coordinator, E.S.L.
Architectural Technologist
Budget & Reporting Analyst
Corporate Web Designer/Developer
Enrolment & Accommodation Planning Specialist
Environmental Technician
General Accountant
Print/Design Coordinator
Senior Benefits Specialist
Senior Pension Specialist

GROUP H/I

Network Specialist/Analyst II

GROUP I

Enrolment & Accommodation Planning Analyst

GROUP I/J

Client Services Analyst

Client Support Analyst - Internet

SIRS Business Analyst/System Coordinator

Systems Analyst

Technical System Specialist II

GROUP J

Coordinator, Property Services

Network Specialist/Analyst III

GROUP K

Network Systems Software Analyst

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 INTENT

RE: SUPPORT STAFF RATIOS

A joint Committee between the Calgary Board of Education and the Staff Association will be struck during the life of this Collective Agreement, to review and make recommendations to Support Staff Ratios.

A report by the Committee will be forwarded to each of the parties. The report will consider ratios and individual school needs. Neither party will be bound by these recommendations.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: PERMANENT CBE EMPLOYEES IN TRAINING FOR EDUCATION ASSISTANT POSITIONS

This letter represents an understanding between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to permanent employees in training to meet the minimum qualifications of a post secondary certificate in child care/development and/or behavior management for Education Assistant positions.

- ◆ Effective September 1, 1998, applications for posted competition(s) shall be accepted from permanent employees who have successfully completed a minimum of two (2) post secondary courses towards the minimum qualifications of an Education Assistant position.
- ◆ Effective September 1, 1999, applications for posted competition(s) shall be accepted from permanent employees who have successfully completed a minimum of three (3) post secondary courses towards the minimum qualifications of an Education Assistant position.
- ◆ Successful applicants in competition(s) shall sign a letter of intent indicating their commitment to complete the remaining courses within a maximum forty-eight (48) month time period. Future transfers to other Education Assistant positions may be affected, up to and including lay-off, for employees not completing the required post secondary courses.
- ◆ Successful applicants in competition(s) shall be established on the Salary Schedule in Appendix "A" as Category "C" in accordance with Clause 8.9 of the current Staff Association Collective Agreement.
- ◆ In accordance with Clause 5.5 (b), permanent employees shall have a trial period of six (6) months.
- ◆ Upon successful completion of all the required post secondary courses, the employee shall be transferred to the Salary Schedule in Appendix "A", Category "D" as a lateral transfer.

This letter of understanding shall be in effect for two (2) years beginning September 1, 1998, and may be extended through mutual agreement between both parties.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: CLAUSE 8.13.1 - 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.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: CLAUSE 8.13.2 - 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.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

YEAR ROUND SCHOOLS SALARY ADMINISTRATION - ARTICLE 8

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education regarding support staff employed at modified calendar and year round schools.

GENERAL

Support staff employees will not be adversely affected with respect to salary remuneration due to working in a modified calendar or year round school.

Each school year, the number of days/hours in a regular school calendar will be calculated. This will be used to establish the number of days/hours employees working in modified calendar or year round schools will be required to work.

MODIFIED CALENDAR SCHOOLS

For ten (10) month employees, each work site will establish its schedule to incorporate the required number of work days/hours. When a school's scheduled days are less than the regular school calendar, regular work schedules for support staff may be extended to a maximum of eight (8) hours per day. Mutual agreement between the Calgary Board of Education and the Staff Association will be required to further extend working hours beyond eight (8) hours per day.

All ten (10) month support staff at a school with a modified calendar will be placed on the same schedule. Individual changes from the work schedule will be arranged internally with mutual agreement between the principal and the employee. This is in keeping with the same arrangements made at a regular school setting.

Professional Development/Organizational Days are considered support staff working days. School schedules should reflect support staff working on Professional Development Days.

Staff Association Convention - Employees working in modified or year round schools are entitled to attend at least one (1) day of the Staff Association Convention. Schools on modified or year round calendars must therefore comply with this provision and include these days in their schedules.

Teacher Days are not considered support staff working days. This is consistent with regular school settings. If support staff are required to work these days, they are entitled to be paid for these days (submit time sheets from school uncertified temporary account) or time in lieu may be mutually agreed upon between the principal and the employee before each school year begins.

MULTI-TRACKED YEAR ROUND SCHOOLS

For ten (10) months employees at multi-tracked year round schools, work schedules are as above, specific to their respective track.

TWELVE (12) MONTH EMPLOYEES - MULTI-TRACKED/MODIFIED YEAR ROUND SCHOOLS

No special scheduling is required. Three weeks of an employee's holidays may be required to be taken during the time when year round schools are closed (normally the first three (3) weeks of July). In any case, arrangements for holidays will be mutually agreed upon between the principal and the employee and should be established before each school year begins.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: NINE (9) DAY FORTNIGHT WORK SCHEDULE

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the implementation of a nine (9) day fortnight work schedule at specified work sites.

1. It is understood that, in representing one type of alternate work pattern contemplated in Clause 11.7, the nine (9) day fortnight work schedule will be implemented in a manner that neither benefits nor disadvantages the employee or the Board.
2. It is further understood that during times in which employees are working the nine (9) day fortnight schedule, the provisions of Clause 11.2 (c) will not apply. That is, employees will not be expected to work fifteen (15) minutes per day in addition to the extended daily work schedule and will not be eligible to claim an additional eight (8) Fridays off during the months of July and August.
3. Where an employee is assigned to work a nine (9) day fortnight rotation, the following provisions shall apply:
 - a) Employees shall work nine (9) days in each fortnight, with one work week consisting of five (5) day of work with two (2) days off, and the second week consisting of four (4) days of work with three (3) days off.
 - b) The work schedule shall be established to ensure that the operational requirements for the applicable work unit are maintained.
 - c) Following three (3) consecutive days off (i.e. Saturday, Sunday and a statutory or general holiday), employees shall be required to work on the day following the statutory or general holiday. If the statutory or general holiday was to have been their fortnight day of rest, the employee will receive a credit of one (1) day in lieu of the statutory or general holiday. The maximum time an employee may accumulate is the equivalent of five (5) working days in lieu of statutory or general holidays.
 - d) For employees who are paid to work seventy (70) hours in each biweekly period, the length of the work day shall be eight (8) hours, except for the Thursday immediately prior to a fortnight Friday off, at which time the work day shall be five and one-half (5.5) hours in length.

For employees who are paid to work eighty (80) hours in each biweekly period, the length of the work day shall be nine (9) hours, except for the Thursday immediately prior to a fortnight Friday off, at which time the work day shall be seven and one-half (7.5) hours in length.

These hours include two (2) fifteen (15) minute work breaks but exclude a thirty (30) minute lunch break.

- e) The normal daily shift of employees shall be that where hours of work are between 7:00 a.m. and 4:30 p.m., unless otherwise designated, provided, however, that any designated variations will not be greater than one (1) hour.

- f) Implementation of the nine (9) day fortnight shall be for a trial period ending August 31, 1997, at which time continuation will be a matter of mutual agreement between Management and the Association.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: CLAUSE 11.7 - COMPUTER OPERATOR SHIFTS - INFORMATION SYSTEM SERVICES

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the Computer Operator (35 hour work week) shifts in Information System Services. Both parties agree to the continuation of the following computer operator shift schedule.

SHIFT A Monday to Friday 07:00 - 15:00 hours
Clause 11.2 and 11.3 shall apply.

SHIFT B Monday, Tuesday and Wednesday 10:00 - 22:40 hours
An additional allowance of seven (7%) percent shall be paid for all hours between 13:00 and 22:40 hours.

SHIFT C Thursday and Friday 10:00 - 22:40 hours
An additional allowance of seven (7%) percent shall be paid for all hours between 13:00 and 22:40 hours.

Saturday 08:00 - 20:40 hours
An additional allowance of seven (7%) percent shall be paid for all hours between 13:00 and 22:40 hours.

The operators shall rotate through all shifts with each operator working two (2) week on each shift.

Employees shall be entitled to two (2) fifteen (15) minute work breaks and one (1) twenty (20) minute work break for each shift on B & C Shifts.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: ARTICLE 11, CLAUSE 11.7 - SECURITY/ENERGY OPERATORS - HIGHFIELD

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education, with respect to the Security/Energy Operators, and their twelve (12) hour and eighteen (18) minute continuous shifts, based on eight (8) hour days.

- ◆ The posted shift schedule shall average forty (40) hours per week over the complete cycle for said employee, however, it will not exceed forty-eight (48) hours in any one week.
- ◆ To ensure shifts are adequately filled, an employee's posted shift schedule may be changed by Management, provided thirty (30) calendar days written notice has been given to the employee.
- ◆ Overtime shall be paid for all hours worked beyond the scheduled shift of twelve (12) hours and eighteen (18) minutes.

When required, overtime shall be offered to all Security/Energy Operator personnel (part time, full time and supervisor) on a fair and equitable basis while still ensuring that all shifts are covered. "Equitable" is defined as approximately the same total hours over the course of a calendar year.

- ◆ Scheduling of overtime and relief coverage must utilize relief operator(s) as much as possible at straight time.
- ◆ An additional five (5%) percent above the operators regular rate shall be paid for all hours worked. This allowance represents compensation for shift differential, lunch and work breaks for evening, statutory holidays, weekend shifts and when the employee does not get a paid day for attending Staff Association Convention.

Both parties agree that this Letter of Understanding for Security/Energy Operators working twelve (12) hour and eighteen (18) minute shifts, shall be year to year from the signing of the Collective Agreement. It is also agreed, should either party wish to negotiate a change ninety (90) calendar days written notice will be given prior to this anniversary date.

On Behalf Of
The Calgary Board Of Education

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

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.

On Behalf Of
The Calgary Board Of Education

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

Date

LETTER OF UNDERSTANDING

RE: WORKING CONDITIONS FOR TEMPORARY EMPLOYEES

The parties agree that this Letter of Understanding stipulates the terms and conditions of employment for temporary employees whose bargaining rights are held by the C.B.E. Staff Association under Certificate No. 524-92. It is understood that only those stated Articles and Clauses of the Collective Agreement and other provisions stated in this Letter of Understanding shall apply to temporary employees.

1. ARTICLES AND CLAUSES OF THE COLLECTIVE AGREEMENT

1	Purpose
2	Duration and Term of Agreement
3	Definitions
4	Recognition and Application
5.1	Employment
5.2 & 5.3	Job Postings
5.4	Promotions and Transfers
8.12 a	Job Classifications
11	Hours of Work
24	Grievance Procedure
26	Deduction of Dues
28	Protective Clothing
29	Vehicle Allowance
32	Management Rights
33	Mutual Interest Board

2. SALARY ADMINISTRATION

2.1 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.

2.2 Applicable ranges for groupings of classifications of employees covered by this Agreement shall be according to the Salary Schedule attached and marked Appendix "A".

2.3 Temporary employees shall be paid in accordance with the applicable schedules in Appendix "A". Normally, temporary employees shall be paid at the minimum of the range, if applicable.

3. OVERTIME

3.1 Overtime shall only be offered to temporary employees after permanent employees working in a department have first been offered the opportunity to work overtime.

3.2 Overtime shall be paid to temporary employees in accordance with the Employment Standards Code.

3.3 Where temporary employees work alternative patterns as described in Clauses 11.7 and 12.6, the rate of overtime shall be that applicable to permanent and probationary employees working similar shifts.

4. GENERAL HOLIDAYS

4.1 Temporary employees shall be entitled to the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Payment for Statutory Holidays shall be in accordance with the provisions of the Employment Standards Code.

5. VACATIONS

5.1 Temporary employees shall receive an annual vacation in accordance with the provisions of the Employment Standards Code.

On Behalf Of
The Calgary Board Of Education

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

Date

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.

On Behalf Of
The Calgary Board Of Education

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

Date

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.

On Behalf Of
The Calgary Board Of Education

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

Date

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

