

Mediation March 18, 2008

CBE Staff Association Proposal for Collective Bargaining for Main Body

Article 2 Duration and Term of Agreement

September 1, 2007 – August 31, 2009

Article 3 Definitions

Amend Clause 3.8 by adding the following:

For all 10 month employees there will be a minimum of 195 paid days plus general holidays.

New Clause:

~~Current CBE RAM definitions regarding minimum hours of work outlined in new clause with the addition of the following:~~

All positions shall be ~~7~~ **a minimum of 3** hours per day and ~~35~~ **15** hours per week with the exception of:

- Breakfast and Lunchroom positions shall be a minimum of 2 hours per day and 10 hours per week.
- ~~Library Assistant/Technician, ESL Assistant, etc. positions shall have a minimum of 5 hours per day and 25 hours per week.~~

New Clause 3.6

~~A “probationary” employee is one who serves a six (6) month review period when initially employed in a permanent or temporary position with the Board and whose employment may be terminated at Managements discretion anytime during those first six (6) months. This six (6) month probationary period may be extended by agreement between Management and the Association.~~

Job Share

New Clause:

Where two employees wish to share a position, they may apply to the Superintendent of Corporate Services or designate for a shared job assignment. Such application must be made no later than March 15th

of the school year immediately preceding the year (for non school based September 1) in which the job sharing is to take place.

On approval of the application of the employees the Superintendent of Corporate Services or designate shall grant the shared job assignment for the guaranteed period of one (school) year. If the employees involved wish to return to their previous employment status they must advise the Superintendent of Corporate Services or designate in writing by March 31st of the school year of the shared job assignment that they wish to return to their previous employment status. If employees in a shared job assignment do not advise the Superintendent of Corporate Services or designate in writing by March 31st of the wish to return to their previous employment status, they will continue in the shared job assignment during the subsequent (school) year.

At the conclusion of the shared job, the employees shall return to their previous employment status (e.g. full-time to full time, part-time to part-time).

In the event that one of the employees in the shared position ceases to perform her/his duties for any reasons whatsoever, the Superintendent of Corporate Services or designate may, upon fourteen (14) days notice in writing, request the other employee involved to assume the full-time duties of the formerly shared position. Should the employee refuse, the Board shall find a temporary replacement and the job share agreement terminates at the end of the (school) year.

Article 5 Employment, Job Postings, Promotions, Transfers, and Probationary/Trial Periods

Amend 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~~

On the basis of Article 35 being accepted

Posting Process

New Clause:

Notices for job postings shall contain the following:

- a) Location (details)
- b) Position description
- c) Nature of position
- d) Hours of work
- e) 10 month or 12 month
- f) Wages

Nothing shall change in the above without mutual agreement between CBE and the Staff Association.

Testing shall be mutually agreed upon by CBE and the Staff Association.

There will be immediate access upon request of the Staff Association to the short list for all postings.

There will be immediate access upon request of the Staff Association of the successful candidate for all postings.

Article 8 Salary Administration

~~Winter and Spring Break as paid breaks~~

New Clause:

Ten (10) month employees will have the option of being paid over twelve (12) months. Vacation pay will be paid on each pay for all ten (10) month employees.

Amend Clause 8.4 to read:

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 CBE and Staff Association must mutually agree.

Amend Clause 8.11 to read:

~~A permanent employee who takes an additional a permanent or temporary position in a lower salary grade shall be paid at the same hourly rate in the lower salary grade. Where the same hourly rate does not exist, the employee shall be paid the highest rate in the lower salary grade that is not more than the employee's current rate.~~

Staff Association agrees to the CBE proposal of February 28, 2008 on new Clause 8.9 and amended Clause ~~8.11~~ 8.12.

Amend Clause 8.13.1 to read:

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 meet and establish position descriptions and compensation.

Amend Clause 8.13.2 to read:

When new salary grades are established, or changes to existing salary grades are deemed necessary or advisable by Management, the parties agree to meet and establish position descriptions and compensation.

Article 10 Staff Association Convention

Amend Clause 10.1:

“...will be allowed two days with pay....”

Article 14 Vacations

Amend Clause 14.1:

“...one and one half (1 ½) days vacation with pay....to a maximum of ~~twenty (20)~~ fifteen (15) working days.”

Amend Clause 14.2:

Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 14.2 with the following changes.

Vacations with pay for twelve (12) month employees shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:

First 5 years 15 working days
After 5 years 20 working days
After ~~12~~ 13 years 25 working days
After ~~20~~ 22 years 30 working days
After 28 years 35 working days

For every additional 5 years of service an additional 2% of salary is provided as vacation pay.

Amend Clause 14.3:

Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 14.2 with the following changes

Ten month employees shall be entitled to vacation pay calculated on the basis of:

First 5 years *six percent (6%)*
After 5 years *eight percent (8%)*
After ~~12~~ 13 years *ten percent (10%)*
After ~~20~~ 22 years *twelve percent (12%)*
After 28 years *fourteen percent (14%)*

For every additional 5 years of service an additional 2% of salary is provided as vacation pay.

Article 15 Sick Leave with Pay

Add new Clause 15.1

Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 15.1 on the basis of the Staff Association proposals on Article 15 being accepted.

Subject to the provisions of this Article, sick leave with pay shall be granted to an employee on account of injury to or the illness or disability of the employee, or for the purpose of obtaining necessary medical or dental treatment.

New Clause

Employees shall be entitled to ~~choose either an additional five (5) days vacation or an additional five (5) days pay, paid by Spring Break if~~ during the preceding calendar year such employee has not been absent due to leave of absence without pay for more than 5 consecutive working days requested by the employee or due to illness, disability, or non-occupational accident. This entitlement will be reduced by one **paid** day for each day absent for the above mentioned reasons during the preceding calendar year.

Change current 15.3 to 15.4

Eligibility for sick leave with pay is usually established by the submission of a signed sick leave declaration form when the absence is for a period not exceeding five (5) days.

Change current 15.4 to 15.5

Eligibility for sick leave with pay is usually established by submission of a declaration form from a qualified, registered doctor, dentist or chiropractor when the absence is for periods exceeding five (5) days. Provided the information is to the satisfaction of the Board, the Calgary Board of Education shall, upon submission of a receipt from the doctor, dentist or chiropractor for the cost of providing the medical information, pay an amount up the maximum specified in the Alberta Medical Association guidelines.

Clause ~~15.9~~ 15.10

Staff Association agrees to the CBE proposal of February 28, 2008 on Clause ~~15.9~~ 15.10 on the basis of the Staff Association proposals on Article 15 being accepted.

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 **continue to accumulate seniority** for a period of two (2) years from the date the employee commenced ~~to receive~~ **receipt of 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 of long term disability, the employee may be granted a general health leave without pay.

Article 17 Parental Leave

Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 17.5.1.

Article 18 Educational Leave

Staff Association agrees to the CBE proposal of February 28, 2008 on new Clause 18.6.

Article 19 General Leave of Absence

Both parties agree to sign off the changes made to Clause 19.6.

Article 20 Group Benefit Plan

Amend Clause 20.1

“....supplementary health benefits (hospitalization, major medical, vision care, drug card)....”

New Clause 20.4.1.2

Effective September 1, 2008, the employer shall pay 100% of Life and Accidental Death and Dismemberment premiums.

Delete Clause 20.4.2 (page 33)

~~Replace Clause 20.4.3 (page 33) with:~~

~~The Board shall contribute to the Alberta Health and Wellness for all employees.~~ **This proposal is withdrawn on the understanding that the CBE withdraws its proposal on Clause 20.2.3.**

Clause 20.4.4.1

Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008.

Clause 20.4.4.2

Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008.

Clause 20.7.1

Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008 with the addition of “..... with start date January 1, 2008.”

Article 22 Pension Plan/Service Gratuity

Amend Clause 22.4

Employees not participating in the Local Authorities Plan shall receive a retirement or resignation 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 employee's final earnings with the Board unless the employee advises Human Resources, prior to their retirement or resignation, of higher earnings in a previous year, plus one (1) month's salary for each additional three (3) years beyond ten (10), to a maximum of six (6) months pay.

Replace Clause 22.5 with

Employees who participate in the Local Authorities Pension Plan and who retire or resign from the Board shall receive a gratuity based on the following formula:

After 10 years service	1 month of salary
After 15 years service	2 months of salary
After 20 years service	4 3 months of salary
After 25 years service	5 months of salary
After 30 years service	6 months of salary

based on the employee's final earnings with the Board unless the employee advises Human Resources prior to retirement or resignation, of higher earnings in a previous year.

Article 24 Grievance Procedure

Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008 for Arbitration Clause 24.6.1, Clause 24.6.3 and Clause 24.6.4

Article 29 Parking

Staff Association withdraws its proposal on Article 29.

Article 30 Staff Development Fund)

Amend new (signed off November 22, 2007) Clause 30.1.1:

“Effective September 1, 2007 2008,three hundred and fifty thousand (~~\$350,000~~) (\$300,000) dollars....”

Amend new (signed off November 22, 2007) Clause 30.1.2:

“The maximum amount.... shall not exceed three hundred and ~~seventy five~~ twenty five thousand (~~\$375,000~~) (\$325,000) dollars....”
with:

Article 32 Mutual Interest Board

Staff association withdraws its proposal on Article 32.

Article 33 Retroactivity

Ratification time lag, etc. for memorandum. No proposal for change in the Collective Agreement. This is intended as a placeholder.

Article 35 Information

Staff Association agrees to the CBE proposal of February 28, 2008 on Article 35 with the replacement of Permanent Hire Date with Service Date and the addition of Temporary Employees to c).

Article 37 Contracting Out

Staff Association withdraws its proposal on Article 37.

Appendix A Schedule of Position Classification

The parties agree to update Appendix A prior to ratification to reflect currency.

Appendix B Exclusions Referred to in Article 4 – Recognition

The parties agree to update Appendix B prior to ratification to reflect currency.

Appendix C Staff Association Salary Grid

Main Body Grid - Remove Step 1 and add Step at end of grid

Grade		1	2	3	4	5	6	7	8	9
A	Biweekly	958.75	1000.94	1043.07	1076.03	1118.09	1160.34	1202.42		
	Hourly	13.72	14.29	14.9	15.37	15.98	16.58	17.17		
B	Biweekly	1076.03	1118.09	1160.34	1202.42	1244.52	1286.64	1338.14		
	Hourly	15.37	15.98	16.58	17.17	17.78	18.38	19.12		
C	Biweekly	1202.42	1244.52	1286.64	1338.14	1391.18	1444.33	1497.4	1548.85	1590.97
	Hourly	17.17	17.78	18.38	19.12	19.87	20.63	21.38	22.12	22.73
D	Biweekly	1338.14	1391.18	1444.33	1497.4	1548.85	1590.97	1633.13	1686.29	1750.33
	Hourly	19.12	19.87	20.63	21.38	22.12	22.73	23.34	24.09	25
E	Biweekly	1497.4	1548.85	1590.97	1633.13	1686.29	1750.33	1812.6	1885.89	1950.04
	Hourly	21.38	22.12	22.73	23.34	24.09	25	25.9	26.95	27.85
F	Biweekly	1633.13	1686.29	1750.33	1812.6	1885.89	1950.04	2012.26	2087.48	2149.62
	Hourly	23.34	24.09	25	25.9	26.95	27.85	28.75	29.82	30.71
G	Biweekly	1950.04	2012.26	2087.48	2149.62	2213.98	2276.07	2340.22	2391.54	2466.74
	Hourly	27.85	28.75	29.82	30.71	31.62	32.52	33.43	34.16	35.23
H	Biweekly	2213.98	2276.07	2340.22	2391.54	2466.74	2529.05	2593.13	2657.69	2724.94
	Hourly	31.62	32.52	33.43	34.16	35.23	36.13	37.04	37.97	38.93
I	Biweekly	2466.74	2529.05	2593.13	2657.69	2724.94	2793.86	2877.24	2950.05	3024.66
	Hourly	35.23	36.13	37.04	37.97	38.93	39.91	41.1	42.15	43.21
J	Biweekly	2724.94	2793.86	2877.24	2950.05	3024.66	3101.19	3193.75	3273.77	3356.61
	Hourly	38.93	39.91	41.1	42.15	43.21	44.31	45.62	46.77	47.95
K	Biweekly	2950.05	3024.66	3101.19	3193.75	3273.77	3356.61	3441.54	3545.04	3651.35
	Hourly	42.15	43.21	44.31	45.62	46.77	47.95	49.16	50.64	52.16

Continuing Education - Remove semesters, one rate (\$41.11) and add vacation pay (Main Body)

Salary increase of ~~12%~~ ~~8%~~ **6.5%** retroactive to September 1, 2007

Salary increase of ~~8%~~ **6.5%** effective September 1, 2008

Appendix D Letter of Understanding

Contracting Out

Remove Letter re: Clause 8.13.2 Salary Grades

Remove Letter re: Clause 8.13.1 Job Evaluation

Working Conditions for Temporary Employees (page 67)

Salary Administration

Staff Association withdraws its proposal on Working Conditions for Temporary Employees under 2.

Amend 2.3 by replacing the last five (5) paragraphs with

Where a former employee of the CBE assumes a temporary work assignment, the former employee shall be paid at the step that they were remunerated prior to leaving CBE on the applicable salary schedule for a position equal to or lower than their previous job evaluation grade.

For example, prior to leaving CBE the employee was paid at Grade E, Step 7. The former employee shall be paid at Step 7 for any temporary work assignment for positions of Grade E, D, C, B and A.

Where the former employee's previous step does not exist on the salary schedule for the position, the former employee shall be paid at the maximum of the applicable salary schedule.

For example, prior to leaving CBE the employee was paid at Grade E, Step 9. The former employee would be remunerated at the maximum of the Grade, such as A and B, where Step 9 does not exist.

Where the former employee works in a position of a higher job evaluation grade than their position prior to leaving CBE, the employee shall be paid the greater of Step 1 of the salary schedule or two steps higher than their previous salary rate.

Education Assistants

Article 5 - Employment, Job Postings, Promotions, Transfers and Probationary/Trial Periods
Article 7- Lay-off and Recall procedure

Education Assistant in Training

Three courses (delete)
Both parties agree to delete this letter.

Education Assistant in Training

Five courses

Placement and Displacement of Education Assistants in Specialized Positions

Placement and Displacement of School Assistants in Specialized Positions

Nine (9) Day Fortnight Work Schedule

Clause 11.7 – Computer Operator Shifts

Article 11 Clause 11.7 Security/Energy Operators

On-Call Allowance (page 80)

Amend 2

An on-call allowance shall be paid to employees at a rate of \$50 per day on weekdays and \$100 per day for each on-call period on a Saturday, Sunday, holiday or non-scheduled work day.

Article 8 Year Round Schools Salary Administration

Layoff Allowance

Retired Employees Benefit Package (page 85)

Extend 100/0 cost sharing to the end of this Collective Agreement.
Extend 50/50 agreement to September 1, 2012

French Monitors

Student Pages (page 88)

Salary increase ~~12%~~ of ~~8%~~ **6.5%** retroactive to September 1, 2007
Salary increase of 8% 6.5% effective September 1, 2008