

# MEMORANDUM OF SETTLEMENT

## BETWEEN THE

**CALGARY BOARD OF EDUCATION  
(Employer)**

## AND THE

**CALGARY BOARD OF EDUCATION STAFF ASSOCIATION  
(Association)**

### **Whereas:**

The Employer and the Association have engaged in collective bargaining;

### **Whereas:**

The Employer and the Association have bargained all outstanding issues with respect to the terms and conditions of employment;

### **And Whereas:**

The Employer and the Association have arrived at an agreement governing all the changes to the terms and conditions of employment to be included in a new collective agreement;

The Employer and the Association agree to a Memorandum of Settlement as follows:

1. A thirty-two (32) month collective agreement, effective January 1, 2002 to August 31, 2004.
2. A 3% wage increase effective January 1, 2002.
3. A 3% wage increase effective September 1, 2002.
4. A 2% wage increase effective September 1, 2003.
5. A 2% wage increase effective March 1, 2004.
6. Adjust Salary Grid, Grade C by adding one salary step (new Step 9) to the grade effective September 1, 2002.
7. Adjust Salary Grids Grade H, I & J by eliminating the present salary step 1 shifting the grid and adding new salary step 9 effective September 1, 2002.
8. Eliminate Educational Interpreters/Senior Educational Interpreter Salary Grid and place Educational Interpreters and Senior Educational Interpreter in the Main Salary Grid in Grades G and H respectively effective September 1, 2002.

9. Article 2 - Duration and Term of Agreement

Clause 2.1 change to:

This Agreement shall be in full force and effect as of the **first day of January, 2002** and shall continue in full force and effect through the **thirty-first day of August, 2004** and from year to year thereafter, unless terminated or amended in the manner hereinafter provided.

10. Article 3 -- Definitions

Clause 3.7 change from:

From: 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.

To: 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

A "temporary" employee is one who is employed as a result of a project or activity, the duration of which is less than nine months, or such longer period of time as mutually agreed to by both parties on a case-by-case basis.

A temporary employee's employment may be terminated at Management's discretion.

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

Clause 5.4.1 change

From: 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 Employee Services designate.

To: Preference for promotion and consideration for transfer in filling vacancies shall be given to applicants 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 position. 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.

Temporary employees who have served a minimum of (12) months in the same position may be considered for the filling of vacancies subject to the requirements of the previous paragraph.

## 12. Article 6 - Termination

### Clause 6.2 change

From: 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.

To: 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) three (3) weeks, if the employee has been employed by the employer for less than four (4) years;
- b) five (5) weeks if the employee has been employed for four (4) years or more but less than six (6) years;
- c) six (6) weeks if the employee has been employed for six (6) years or more but less than eight (8) years;
- d) seven (7) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years, or
- e) nine (9) 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.

#### Clause 6.3 new

Notwithstanding the above in Clause 6.2, the weeks noted in this clause will be paid out to a laid off employee subject to Article 7 - Layoff and Recall and is based on the following conditions:

- 1) the employee has remained on the recall list for one year from date of layoff;
- 2) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- 3) the allowance is based on the employee's salary as at the date of layoff.

Change former clause 6.3 to 6.4

### 13. Article 7 - Layoff and Recall

#### Clause 7.1.2 change

From: 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 Employee Services.

To: 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 three (3) weeks notice in writing or three (3) weeks pay in lieu of notice. The employee who is laid off shall submit their present address and telephone number to Employee Services.

#### Clause 7.2.2 Change

From: 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.

To: In the event that two or more employees possess equal seniority in accordance with Clause 23.1, 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 total accumulative hours of service with the Calgary Board of Education. Should a tie still exist, the employees to be retained shall be determined by the drawing of lots.

#### Clause 7.2.3 Change

From: 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.

To: 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 one (1) year continuous service with the Board. 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.

#### Clause 7.7.2 change

From: 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.

To: 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. In the event that two or more employees possess equal seniority, employees will be recalled in accordance with Clause 7.2.2.

Clause 7.7.3 new

Employees declining recall in accordance with Clause 7.7.2, shall retain layoff status for a period of one year from the date of layoff and may apply for posted positions they are interested in. As a result of declining recall, the provisions of Clauses 7.7.4, 7.7.5 and 7.7.6 will not apply.

Change former clauses:           7.7.3 to 7.7.4  
  7.7.4 to 7.7.5  
  7.7.5 to 7.7.6

14. Article 8 - Salary Administration

Clause 8.11 change

From: A permanent employee who takes an additional position in a lower Group shall be paid at the same step in the lower Group.

To: A permanent employee who takes an additional permanent or temporary position in a lower or the same Salary Grade shall be paid at the same step in the lower or the same Salary Grade. However, where the step does not exist, the employee shall be paid at the maximum of the applicable Salary Grade.

15. Article 11 - Hours of Work

Clause 11.2.3 change

From: 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.

To: In the period commencing with the first Monday in June and ending the last week of summer break, the normal working hours shall be those as specified in Clause 11.2.1 above, except during the weeks when one of the eight (8) days off are taken. During these weeks the normal working hours will be in effect for 4 days during the week Monday through Friday. Generally the days off referred to in this Clause are either Monday or Friday.

#### Clause 11.2.4 change

From: 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.

To: 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. When a day(s) off schedule is changed, an alternate schedule outlining the equivalent number of day(s) off should be provided to the employee(s) affected.

#### Clause 11.2.5 change

From: 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).

To: The provisions of Clauses 11.2.1 and 11.2.3 (Clause 12.4 in PSS respectively), which allow for eight (8) days off for twelve month employees, are not intended to create additional accounting.

Therefore, the following employees will still be eligible to take the eight (8) days off even though they may not have worked sufficient additional time per day throughout the year:

- newly hired twelve (12) month employees;
- employees who transfer from a ten (10) month position to a twelve (12) month position; and
- employees who return from a paid or unpaid leave of absence.

Further, employees will not be reimbursed by the Board for the previously worked additional fifteen (15) minutes per day during the year should the employee:

- transfer from a twelve (12) month position a ten (10) month position;
- commence a paid or unpaid leave of absence; or
- terminate their employment with, or have their employment terminated by, the Calgary Board of Education for any reason.

Clause 11.3.1 change

From: 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.

To: Employees shall be entitled to two (2) fifteen (15) minute breaks from work for each full day worked, one in the morning and one in the afternoon, times to be designated by Management.

Employees who work less than three (3) hours in one (1) day are not entitled to a paid break from work.

Employees who work three (3) to five (5) hours in one (1) day are entitled to one (1) paid fifteen (15) minute break from work.

Employees who work more than five (5) hours in one (1) day are entitled to two (2) paid fifteen (15) minute breaks from work.

16. Article 12 - Overtime

Clause 12.2 change

From: 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.

To: Overtime will be paid for any hours worked on Saturday, Sunday and general holidays. The first two (2) hours worked on the weekend will be paid at one and one-half (1-1/2) times and all subsequent hours will be paid at two (2) times. All hours worked on a general holiday will be paid at two (2) times.

Clause 12.3 change

From: 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.

To: An employee called out to perform work following the completion of their normal work day or shift, shall be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay.

17. Article 13 - General Holidays

Clause 13.2.1 add Labour Day

Clause 13.2.2 delete



Change former Clause 13.2.3 to 13.2.2

18. Article 15 - Sick Leave with Pay

Clause 15.8.1 change

From: 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.

To: 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.

Where an employee is absent from their position as a result of health-related reasons (with or without pay), their position will be held for a period of twelve continuous calendar months beginning from the first day of the employee's absence. Thereafter, the position will be posted and staffed in accordance with applicable Clauses in Articles 6 and 8.

The Superintendent of Human Resources or their designate may grant extensions at the request of management to hold the job posting for an additional period of time up to a maximum of three months. The Superintendent of Human Resources or their designate shall notify the Staff Association of granted extensions.

When an employee is able to return from a health related absence, where their position has been staffed as a result of the above, the employee shall be laid off and recalled as per the layoff and recall provisions in Article 8.

Clause 15.11 change

From: 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.

To: A rehabilitation program (Coordinated Assistance and Rehabilitation for Employee Support - CARES) has been agreed to

by the parties to provide proactive and early intervention of rehabilitation services to employees. This program is designed with clear processes making employees central to all decisions that may affect them and their recovery. An employee who is absent from work for more than ten (10) working days will be contacted by Employee Health Resource Centre (EHRC) to participate in this program.

Notwithstanding the above, employees may volunteer to participate in this rehabilitation program at any time they are affected by an illness or an injury.

19. Article 16 - Compassionate Leave of Absence

Clause 16.2 change

From: 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.

To: On request, an employee shall be granted up to five (5) 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”. Additional leave may be granted at the discretion of the Superintendent of Human Resources, or their designate, should the circumstances warrant extra time.

20. Article 17 - Parental Leave

The entire Article has been rewritten as follows:

**17. PARENTAL LEAVES OF ABSENCE**

**17.1 Maternity Leave**

17.1.0 An employee’s position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.

17.1.1 Upon request, an employee who has successfully completed their probationary period (minimum six (6) months) shall be entitled to

maternity leave of absence for a period of up to six (6) months commencing on the date of the birth of the employees' child. Maternity leave may be comprised of health-related and non-health-related periods.

- 17.1.2 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 certificate indicating that the employee is pregnant and giving the estimated date of birth.
- 17.1.2.1 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. Parental leave may be available pursuant to article 17.3.
- 17.1.3 Notwithstanding clause 17.1.1 an employee may take up to twelve (12) weeks of 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 benefit plans during maternity leave provided pursuant to clause 17.1.1, the premiums shall continue to be shared between the Board and the employee pursuant to article 20 of this Agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the maternity leave is requested.
- 17.1.5 Upon expiration of the leave provided pursuant to clause 17.1.1, 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 no less than the salary and other benefits that were applicable at the time the maternity leave commenced.
- 17.1.6 During the health-related period of maternity leave, the employee shall accumulate sick leave and vacation time as per clauses 14.1, 14.2, 14.6, 15.1 and increment entitlement as per article 8. During the non-health-related period of maternity leave, an employee shall not accumulate experience toward the granting of increments and shall be ineligible for sick leave accumulation or allowance, promotion or vacation entitlement.
- 17.1.7 An employee shall receive Supplementary Employment Benefits which, when combined with Employment Insurance Benefits, are equivalent to 100% of salary. The payment of such benefits shall commence on the date of birth of the employee's child and will continue during the health-related portion of the maternity leave subject to clauses 17.1.8, 17.1.9, and 17.1.10.

- 17.1.8 Supplementary Employment Benefits will be paid without medical documentation other than that required pursuant to clause 17.1.2 for a period up to eight (8) weeks following the date of birth of the employee's child provided the employee is otherwise eligible to receive sick leave benefits.
- 17.1.9 Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to clause 15.3 of this agreement.
- 17.1.10 Supplementary Employment Benefits shall be paid during the period in which the employee is in receipt of Employment Insurance Benefits and shall include full salary during any waiting period up to three (3) weeks prior to receipt of such benefits.
- 17.2 **Adoption Leave**
- 17.2.0 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Maternity Leave, Adoption Leave, Extended Parental Leave, Education / Improvement Leave, General Leave or any combination of these leaves.
- 17.2.1 Upon request, an employee who has successfully completed their probationary period (minimum 6 months) shall be entitled to adoption leave without pay for a period of up to six (6) months commencing on the date the child is placed with the employee for the purpose of adoption.
- 17.2.2 An employee shall provide the Board, in writing, with as much notice as possible of the employee's intention to access adoption leave. In any event, the employee shall advise the Board, in writing, at least one (1) month prior to the date that the employee will commence adoption leave, unless the date of the child's placement with the employee was not foreseeable. If the employee cannot comply with the written notice requirement, the employee must give the Board written notice at the earliest possible date that the employee will start or has started adoption leave.
- 17.2.3 Should an employee wish to continue participation in the benefit plans during adoption leave, granted pursuant to clause 17.2.2, the premiums shall continue to be shared between the Board and the employee pursuant to article 20 of this agreement. Notice of the employee's intention to continue participation in the benefit plans must be provided to the Board at the same time the adoption leave is requested.
- 17.2.4 Upon expiration of adoption leave granted pursuant to clause 17.2.1, 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.

17.2.5 During the period of adoption leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.

17.2.6 A probationary or permanent 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 custody of a child.

### 17.3 **Parental Leave**

17.3.0 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes 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 who has successfully completed their probationary period (minimum six (6) months) shall be provided parental leave without pay as an extension to maternity leave or adoption leave. The extended parental leave, maternity leave and/or adoption leave shall not exceed the balance of the school year in which the extended parental leave commences plus the following school year.

17.3.2 An employee who has not accessed maternity leave or adoption leave who has successfully completed their probationary period (minimum six (6) months) is entitled to a parental leave without pay of up to thirty-seven (37) weeks within fifty-two (52) weeks after the birth of the employee's child or after a child has been placed with the employee for the purpose of adoption.

17.3.3 Where both parents are permanent employees of the Board and covered by this agreement, either or both parents may take the parental leave.

17.3.4 The employee shall provide the Board with at least one (1) month written notice prior to the requested parental leave.

17.3.5 The expiry date of parental leave in excess of thirty-seven (37) weeks will coincide with the commencement of the applicable school year unless some other date is agreed between the employee and the Board.

- 17.3.6 Parental leave shall be at no cost to the Board.
- 17.3.7 While on parental leave of absence, an employee may access the Board's benefit plans at no cost to the Board.
- 17.3.8 Upon expiration of a parental leave, the employee shall be reinstated in the position occupied at the time the 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 leave commenced.
- 17.3.9 Notwithstanding clause 17.3.8, the employee's return to work shall be contingent upon the availability of a suitable position where the employee's leave extends beyond the twelve (12) continuous months described in Clause 17.3.0.
- 17.3.10 During the period of parental leave, an employee shall not accumulate sick leave, allowance, promotion, vacation or increment entitlement.
- 17.3.11 For births or adoptions occurring during the summer break, and for which no maternity leave or adoption leave is taken, parental leave may commence on the first day of the next school year.
- 17.4 **Return To Duties Following Maternity, Adoption and Parental Leaves**
- 17.4.1 An employee, scheduled to return to duties following a maternity, adoption or parental leave of absence shall notify the Superintendent of Human Resources or delegated authority in writing at least thirty (30) calendar days prior to the scheduled end of the leave, confirming the employee's decision to return to duties.
- 17.4.2 Upon request, an employee on maternity leave may return to duties before the expiration of six (6) weeks following the birth of the employee's child, providing the employee submits a medical certificate indicating that the employee is fit to return to work and providing that a suitable position is available.
- 17.4.3 Subject to clause 17.4.2, upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence of fewer than thirty-seven (37) weeks in duration by providing notice in writing at least thirty (30) calendar days in advance of the return date.
- 17.4.4 Upon request, an employee may return to duties prior to the scheduled expiration of maternity, adoption and/or parental leave of absence in excess of thirty-seven (37) weeks by submitting notice in writing at least thirty (30) calendar days in advance of the return date and providing a suitable position is available.

17.4.5 An employee who does not wish to resume employment following the scheduled maternity, adoption or parental leave must give at least thirty (30) calendar days written notice to terminate their employment.

17.5 **Paternity Leave**

17.5.1 Upon request, a probationary or permanent employee who is a father shall be granted up to two (2) days paternity leave with pay at the time of the birth of the employee's child.

21. Article 19 - General Leave of Absence

Clause 19.1 change

From: 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.

To: Leave of absence without pay, not exceeding five (5) working days at any one time, shall be granted by a principal or a supervisor unless the operational/work requirements of the school or the department prevent the granting of this leave.

Clause 19.5 change

From: 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.

To: Leave of absence with pay, for a period not exceeding two (2) days, shall be granted by a principal or supervisor unless the operational/work requirements of the school or the department prevent the granting of this leave. This leave with pay shall be made up by the employee on an hour for hour basis at a time mutually agreed to by the employee and the principal or supervisor.

New Clause 19.10.1 as follows

**Graduation and Convocation Leave of Absence**

Leave may be granted to an employee by their supervisor to attend the employee's or the employee's spouse/child's post-secondary convocation and/or high school graduation where the ceremony takes place during the employee's regularly scheduled work day.

Leave with pay may be granted each year (September 1 to August 31) up to a maximum of:

- a) one paid day for the attendance of a post-secondary convocation;
- b) one half of a paid day for attendance of a high school graduation.

22. Article 20 - Group Benefit Plan

Clause 20.2.1 change

From: Participation in the Plan is optional for permanent and probationary employees who are employed .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 .5 FTE are not eligible to participate in the Plan.

To: Participation in the Plan is optional for permanent and probationary employees who are employed .429 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 .429 FTE are not eligible to participate in the Plan.

Clause 20.4.4.1 change

From: 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.

To: The Board shall not contribute on behalf of ten-month employees during the months of July and August. The exception to this will be in cases where an employee performs any additional authorized work, in either of these month(s), that they would normally perform as a permanent ten-month employee at the same location(s). Where this occurs, the Board shall pay its portion of premiums for the month(s) in which the employee worked.

Clause 20.4.4.2 change

From: 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).

To: A ten (10) month employee with a work schedule based on the traditional school year shall be deducted the total cost of benefit premiums for the following months of July and August. Premium deductions for the months of July and August shall be averaged and deducted from the ten (10) month employee's pay throughout the traditional school year.

It is not the intention of this Clause to create additional accounting of premium payments. Therefore, retroactive adjustments for the months of July and August shall not be made to the employee's premium deduction amounts during the traditional school year for:

- newly hired ten (10) month employees;
- ten (10) month employees who become eligible for benefits;
- employees who change from a twelve (12) month position to a ten (10) month traditional school year scheduled position;
- employees who change from a ten (10) month non-traditional school year scheduled position to a ten (10) month traditional school year scheduled position.

Additionally, the Board shall not reimburse any premiums already deducted for the months of July and August from employees who:

- change from a ten (10) month traditional school year scheduled position to a twelve (12) month position;
- change from a ten (10) month traditional school year scheduled position to a ten (10) month non-traditional school year scheduled position;
- commence an unpaid leave of absence;
- terminate their employment with, or have their employment terminated by, the Calgary Board of Education for any reason. Benefits shall discontinue on the day of termination.

## 23. Article 22 - Pension Plan

### Clause 22.4 change

From: 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.

To: 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 employee's final earnings with the Board unless the employee advises Human Resources, prior to their retirement, 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.

#### Clause 22.5 change

From: 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 _ months' salary
After 25 years service	3 months' salary

based on the year of highest earnings with the Board.

To: 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	3 months' salary

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

#### 24. Article 25 - Deduction of Dues

##### Clause 25.1 change

From: 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.

To: 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 from the salary of the employee and submit the total dues so collected to the Association by the fifteenth (15<sup>th</sup>) of the month following the collection of dues.

25. Article 29 - Parking

Clause 29.1 change

From: 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.

To: The Board agrees that with 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 available serviced parking, they will be subject to an associated utility fee as set by the Board. Where employees choose to access available parking at the Education Centre building they will be subject to a fee as set by the Board.

26. Article 30 - Staff Development Fund

Clause 30.1.1 change

From: 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.

To: Effective September 1, 2003, a fund in the amount of seventy-five thousand (\$75,000.00) 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.

Clause 30.1.2 change

From: 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.

To: Effective September 1, 2003, 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 one hundred thousand (\$100,000) dollars in each fiscal year.

27. Article 33 - Mutual Interest Board

Clause 33.1 change

From: 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.

To: This joint Committee shall meet to discuss matters of mutual concern and make recommendations. The Committee shall be composed of:

- a) up to six (6) representatives appointed by Management;
- b) up to six (6) representatives appointed by the Staff Association; and
- c) one (1) representative of 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 monthly (September through June) unless otherwise agreed to by the committee members.

NOTE: The Professional Support Staff Agreement has Article 32 Mutual Interest Board. It is understood that there will be one

Mutual Interest Board meeting to cover both Staff  
Association Agreements.

28. Article 38 - Materials and Equipment Management Allowance

New Clause 38.1 as follows:

Employees who are specifically designated by management as responsible for transporting, storing, loading and unloading Board materials (equipment, supplies and additional tools), on a regular day-to-day basis, shall receive an inconvenience allowance of fifteen dollars \$15.00 bi-weekly.

(NOTE: This new clause will result in the deletion of Clause 28.1.2.)

## **LETTERS OF UNDERSTANDING**

**CBE Staff Association and Calgary Board of Education  
2002 Bargaining  
November 21, 2002**

**LETTER OF UNDERSTANDING - 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 fall under the bargaining certificate of the CBE Staff Association, Management will inform the Superintendent of Human Resources or their designate.
2. The Superintendent of Human Resources, or their designate, will immediately inform the Association of such situations.
3. The Staff Association may request the opportunity to meet with management of the work unit considering contracting out. The Superintendent of Human Resources, or their designate, 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 Staff Association and Management will meet to:
  - ◆ enable the parties to articulate and understand the rationale for considering the contracting out service;
  - ◆ clarify the interests of the parties;
  - ◆ identify and address the potential impact of contracting out on the Staff Association and its members;
  - ◆ 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 Superintendent of Human Resources, or their designate, 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 Superintendent of Human Resources, or their designate, will assume responsibility for seeing that this occurs.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

**CBE Staff Association and Calgary Board of Education**

**2002 Bargaining**

**November 21, 2002**

**LETTER OF UNDERSTANDING - CLAUSE 8.13.2 SALARY GRADES**

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 salary grades or effecting changes to existing salary grades as per Clause 8.13.2 of this Collective Agreement.

1. When Management establishes new salary grades or effects changes to existing salary grades, a designate from Human Resources 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 salary grades, or changes effected to existing salary grades, as established by Management, to be unsatisfactory, the Association may request a meeting with the designate of Human Resources in an attempt to resolve any outstanding issues. If agreement is reached, the decision is formally signed off.
3. 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 within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
4. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date



**CBE Staff Association and Calgary Board of Education**

**2002 Bargaining**

**November 21, 2002**

**LETTER OF UNDERSTANDING - CLAUSE 8.13.1 - JOB EVALUATION**

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 evaluations or effecting changes to existing job evaluations as per Clause 8.13.1 of this Collective Agreement.

1. When Management deems it necessary or advisable to evaluate a new position description or revise an existing position description, the matter will be submitted to the Job Evaluation Committee for consideration. The composition of this committee shall include:
  - ◆ a designate from Human Resources as Chair;
  - ◆ management representatives from appropriate C.B.E. work units;
  - ◆ an ex-officio (non-voting) designate from the C.B.E. Staff Association.
2. Decisions arising from the Job Evaluation Committee shall be communicated jointly by the Chair or their designate 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 or their designate to discuss unresolved issues. If agreement is reached, the decision is recommended to the Job Evaluation Committee and, if accepted, re-submitted 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 within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
5. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

# Calgary Board of Education Staff Association

And

## Calgary Board of Education

### Collective Bargaining

October 24, 2002

Delete letter describing the application of Clause 2.3, dated the 9<sup>th</sup> day of June 2000.

Update Letter of Understanding – Working Conditions For Temporary Employees as follows:

#### **LETTER OF UNDERSTANDING - 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
5.1 & 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 "C".
- 2.3 Temporary employees shall be paid in accordance with the applicable schedules in Appendix "C". Normally, temporary employees shall be paid at the minimum of the range, if applicable.

Specifically, where an employee has only temporary status with the CBE (no permanent profile) the employee shall be paid at Step 1 on the applicable salary schedule for the position unless a higher rate of pay (step) is agreed to by the Staff Association and a representative of Human Resources. A request for remuneration above Step 1 is to be made by the supervisor to the CBE Compensation Consultant, who is then responsible for obtaining the Staff Association's agreement where the recommendation is supported by Human Resources.

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

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

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

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

Where the retiree works in a position of a higher job evaluation grade than their position prior to retirement, the employee shall be paid the greater of Step 1 of the salary schedule or two steps higher than their pre-retirement salary rate.

2. OVERTIME

- 2.1. Overtime shall only be offered to temporary employees after permanent employees working in a department have first been offered the opportunity to work overtime.
- 2.2. Overtime shall be paid to temporary employees in accordance with the Employment Standards Code.
- 2.3. 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.

3. GENERAL HOLIDAYS

- 3.1. 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.

4. VACATIONS

- 4.1. All temporary employees shall be entitled to six (6) percent vacation pay effective 31<sup>st</sup> day of March 2003.

\_\_\_\_\_  
On behalf of the Calgary Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the CBE Staff Association

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**Between**  
**The Calgary Board of Education**  
**And**  
**The Calgary Board of Education Staff Association**

**RE: EDUCATION ASSISTANTS**

**ARTICLE 5 - EMPLOYMENT, JOB POSTINGS, PROMOTIONS, TRANSFERS,  
AND PROBATIONARY/TRIAL PERIODS**

**ARTICLE 7 - LAY-OFF AND RECALL PROCEDURE**

The Calgary Board of Education and the Staff Association both have an interest in developing a transparent process for employment, posting, lay off and recall procedures specific to Education Assistants which is responsive to Student needs and maintains continuity of the Student-Teacher-Educational Assistant team. We are committed to ongoing training for Education Assistants and protection of long-term employees. As such, both parties have agreed to the Letter of Understanding as follows:

7.2.1. When **Education Assistant** 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 and identified Student Services program or programming for individual students**; secondly, their full-time equivalency category; thirdly, their relative merit; fourthly, their seniority.

For the purposes of this Letter of Understanding, the following definitions apply:

a) **Student Services Program** is defined as a Special Education class or a congregated school setting. Program examples include:

PREP - Paced Remedial Education Program  
SKILL - Social Knowledge, Independent Living and Language  
Dr Oakley School - Learning Disabled, Division I, II and III

b) **Programming for individual students** is defined as a specific diagnostic syndrome/disorder. Examples of individual programming include:

Autism - spectrum disorder  
Severe Conduct Disorder  
Fetal Alcohol Syndrome

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 identified student services program or programming for individual students** and full-time equivalency category, the employees to be retained shall be determined by the drawing of lots.

Student Services shall identify the program description for postings and/or vacancies identified during spring staffing in accordance with Alberta Learning information on **Special Needs Support Staff Allocation letters** to the school principal and Support Staffing in Human Resources.

Successful applicants in posted vacancies and/or placement to vacancies during spring staffing would establish each Education Assistant's **field of employment and identified student services program or programming for individual students**.

Education Assistants identified for lay-off shall be placed in a transfer pool in accordance with Clause 7.1.1 and offered placement in established vacancies firstly by their field of employment and identified student services program or programming for individual students; secondly, their full-time equivalency category; thirdly, their relative merit; fourthly, their seniority. Senior employees in the transfer pool shall be given first opportunity to available identified vacancies. However, it is recognized that as the number of identified vacancies are reduced, placement of Education Assistants may not always meet the identified student services program vacancy.

Notwithstanding the above, should layoffs occur, layoffs will be done in accordance with Article 7.

Education Assistants placed by Human Resources into vacancies during spring staffing or lay-off during the school year, are not normally held to Clause 5.4.1 and may apply for postings with less than twelve (12) months' service in their present position.

This letter of understanding will commence January 1, 2002, with a review date of January 1, 2004.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

**Letter Of Understanding  
Between  
The Calgary Board of Education  
And  
The Calgary Board of Education Staff Association**

**RE: Permanent CBE Employees In Training For Education Assistant Or Student Support Assistant Positions**

This letter represents an understanding reached 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 behaviour management for Education Assistant or Student Support Assistant positions.

- 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 or a Student Support 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 or Student Support 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 Grid, Grade "C" in Appendix "C" in accordance with Clause 8.9 of the current Staff Association Agreement.
- In accordance with Clause 5.5.2 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 Grid, Grade "D" in Appendix "C", as a lateral transfer.

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on behalf of the  
Calgary Board of Education

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on behalf of the  
C.B.E. Staff Association

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Date

**LETTER OF UNDERSTANDING  
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 worksites.

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) days of work with two (2) days off, and the second work 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 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.

4. Both parties agree that this Letter of Understanding shall be year to year, September 1 through August 31. It is also agreed, should either party wish to negotiate a change, a minimum 90 calendar days written notice will be given prior to the August 31 anniversary date.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

## LETTER OF UNDERSTANDING

### CLAUSE 11.7 - COMPUTER OPERATORS SHIFTS INFORMATION TECHNOLOGY 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 Technology Services. Both parties agree to the continuation of the following computer operator shift schedule.

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

SHIFT B Monday, Tuesday and Wednesday 10:00 – 22:40 hrs.  
An additional allowance of 7% shall be paid for all hours between 13:00 and 22:40 hrs.

SHIFT C Thursday and Friday 10:00 – 22:40 hrs.  
An additional allowance of 7% shall be paid for all hours between 13:00 and 22:40 hrs.

Saturday 08:00 – 20:40 hrs.  
An additional allowance of 7% shall be paid for all hours worked.

The operators shall rotate through all shifts with each operator working two weeks on each shift.

Employees shall be entitled to two fifteen minute work breaks and one twenty minute work break for each shift on B & C shifts.

Both parties agree that this Letter of Understanding shall be year to year, September 1 through August 31. It is also agreed, should either party wish to negotiate a change, a minimum 90 calendar days written notice will be given prior to the August 31 anniversary date.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

## LETTER OF UNDERSTANDING

### ARTICLE 11 - CLAUSE 11.7 - SECURITY/ENERGY OPERATORS

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 12 hour and 18 minute continuous shifts, based on 8 hour days.

- The posted shift schedule shall average 40 hours per week over the complete cycle for said employee, however, it will not exceed 48 hours in any one week.
- To ensure shifts are adequately filled, an employee's posted shift schedule may be changed by management, provided 30 calendar days written notice has been given to the employee.
- Overtime shall be paid for all hours worked beyond the scheduled shift of 12 hours and eighteen 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 percent (5%) 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 shall be year to year, September 1 through August 31. It is also agreed, should either party wish to negotiate a change, a minimum 90 calendar days written notice will be given prior to the August 31 anniversary date.

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On Behalf of the  
Calgary Board of Education

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On Behalf of the  
C.B.E. Staff Association

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Date

## LETTER OF INTENT - 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.

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on behalf of the  
Calgary Board of Education

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on behalf of the  
C.B.E. Staff Association

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Date

## **LETTER OF UNDERSTANDING - ARTICLE 8 - YEAR ROUND SCHOOLS SALARY ADMINISTRATION**

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 a modified calendar or year round school will be required to work.

### **Modified Calendar Schools**

For 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 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 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 10 month employees at multi-tracked year round schools, work schedules are as above to their respective track.

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 all year round schools are closed (normally the first three 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 LAYOFF ALLOWANCE

This letter represents an understanding reached between the Calgary Board of Education and Calgary Board of Education Staff Association regarding layoff allowances.

- 1) Subject to the conditions specified, employees participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:

After 10 years service: 1 month's salary  
After 15 years service: 2 months' salary  
After 20 years service: 3 months' salary

Payment of this allowance is subject to Article 7 - Layoff and Recall and is based on the following conditions:

- 1) the employee has remained on the recall list for one year from date of layoff;
  - 2) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
  - 3) the allowance is based on the employee's salary as at the date of layoff
- 2) Subject to the conditions specified, employees not participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:

After ten years service:  
Three (3) months' salary, plus one (1) month's salary for each additional three (3) years of service beyond ten (10), to a maximum of six (6) months' salary.

Payment of this allowance is subject to Article 7 - Layoff and Recall and is based on the following conditions:

- 1) the employee has remained on the recall list for one year from date of layoff;
- 2) the employee has not refused reasonable alternate employment for which they are qualified, while on the recall list, offered by the employer; and
- 3) the allowance is based on the employee's salary as at the date of layoff

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on behalf of the  
Calgary Board of Education

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on behalf of the  
C.B.E. Staff Association

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Date

# LETTER OF INTENT

## RETROACTIVITY TEMPORARY EMPLOYEES

Temporary Employees rates of pay will be retroactive to January 1, 2002.

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on behalf of the  
Calgary Board of Education

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on behalf of the  
C.B.E. Staff Association

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Date



## **SALARY SCHEDULES**

All of which is agreed to this \_\_\_\_\_ day of \_\_\_\_\_,  
2003, at Calgary, Alberta.

\_\_\_\_\_  
On Behalf of the Calgary  
Board of Education

\_\_\_\_\_  
On Behalf of the Calgary  
Board of Education Staff  
Association