

**MEMORANDUM OF SETTLEMENT**

**BETWEEN THE**

**CALGARY BOARD OF EDUCATION**  
**(Employer)**

**AND THE**

**CALGARY BOARD OF EDUCATION STAFF ASSOCIATION FOR**  
**PROFESSIONAL SUPPORT STAFF**  
**(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. 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.

7. Article 3 - Definitions

Clause 3.7 Add

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.

8. Article 7 - Termination

Clause 7.2 change

From: Whenever an employee's services are terminated, except as provided for in Clauses 3.5, 3.6 and 31.2, the employee shall receive written notice of termination of employment of at least:

- a) two (2) weeks, if the employee has been employed by the employer for less than four (4) years;
- b) four (4) weeks if the employee has been employed for four (4) years or more but less than six (6) years;
- c) five (5) weeks if the employee has been employed for six (6) years or more but less than eight (8) years;
- d) six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years, or

- e) eight (8) weeks if the employee has been employed for ten (10) years or more,

or a sum of money equal to the wages the employee would have earned if the employee had worked their regular hours of work for the period of notice applicable together with the money that is at least equal to the wages an employee would have earned, if such employee had worked their regular hours of work for the period of notice applicable to the employee under this clause, that is not given.

To: Whenever an employee's services are terminated, except as provided for in Clauses 3.5, 3.6 and 31.2, the employee shall receive written notice of termination of employment of at least:

- a) 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 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.

#### Cause 7.3 new

Notwithstanding the above in Clause 7.2, the weeks noted in this clause will be paid out to an employee subject to Article 7 - Layoff and Recall and is based on the following conditions:

- 1) the employee has not 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 7.3 to 7.4

9. Article 8 - Layoff and Recall

Clause 8.5 change second paragraph

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

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

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

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

The Board will attempt to first notify employees being recalled by phone, but in any case, employees being recalled will be notified by registered mail to the employees last known address on file (a copy of such notice shall be sent to the Association).

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

10. Article 9 - Salary Administration

Clause 9.7.2 change

From: An employee who is temporarily appointed to a supervisory position for a period exceeding four (4) consecutive weeks shall have their salary increased by ten percent (10 %) of gross for the period of appointment. The salary increase shall be payable from the date the appointment becomes effective.

To: An employee who is temporarily appointed, in writing to a supervisory position for a period exceeding five (5) consecutive working days

shall receive the greater of the minimum of the applicable grade, or the salary step in the grade that provides an increase in salary of at least ten (10) percent of the employee's current salary. This salary increase shall be payable from the effective date of the appointment.

11. Article 12.4.2 - Hours of Work

Clause 12.4 change

From: Twelve (12) month employees shall normally work an extra fifteen (15) minutes per day in lieu of the eight (8) Fridays off during the months of July and August.

To: Twelve (12) month employees shall normally work an extra fifteen (15) minutes per day in lieu of the eight (8) Fridays off during the months of July and August.

The provision of this Clause, which allows for eight (8) days off for twelve (12) month employees, is 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.

12. Article 15 - Sick Leave with Pay

#### Clause 15.7.1 change

From: An employee may be granted general health leave, without pay, for a period of one (1) year. A medical certificate may be requested by the Board in support of an application for, or return from, a leave of this nature.

To: An employee may be granted general health leave, without pay, for a period of one (1) year. A medical certificate may be requested by the Board in support of an application for, or return from, a leave of this nature.

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.

13. 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.

14. 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.

15. Article 19 - General Leave of Absence

New Clause 19.1 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.

16. Article 20 - Group Benefit Plan

Clause 20.2

Participation in the Plan shall be a condition of employment. Employees must complete an enrollment card within thirty-one (31) days of the first day of employment. There is no waiting period for eligibility.

NOTE: Minimum hours for eligibility for group benefit plan to be resolved between the Employer and the Association.

17. Article 23 - Service Gratuity

Clause 23.1 change

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

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

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

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

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

After ten (10) years' continuous service  
- one (1) month's salary 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

After fifteen (15) years' continuous service  
- two (2) months' 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

After twenty (20) years' continuous service  
- three (3) months' 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

18. Article 26 - Deduction of Dues

Clause 26.1 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 (15<sup>th</sup>) day of the month following the collection of dues. In the special case of "ten-month employees" the Board agrees to deduct the dues for the months of July and August from the June pay cheque of these employees. The full monthly deduction will apply in the month made in advance on behalf of employees on leave of absence without pay which exceed four (4) weeks at any one time.

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.

19. Article 29 - Parking

Clause 29.4 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.

20. Article 30 - Staff Development Fund

Clause 30.1 change

From: A fund in the amount of eight thousand (\$8,000.00) dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.

To: A fund in the amount of twenty-five thousand (\$25,000.00) dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.

Add new Clause 30.2

The fund referred to in Clause 30.1 may be enhanced by up to five thousand (\$5,000.00) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of five thousand (\$5,000.00) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed thirty thousand (\$30,000.00) dollars in each fiscal year.

Change former clauses:           30.2 to 30.3  
  30.3 to 30.4  
  30.4 to 30.5  
  30.5 to 30.6

21. Article 32 - Mutual Interest Board

Clause 32.1 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 Main Body of the Support Staff Agreement has Article 33 Mutual Interest Board. It is understood that there will be one Mutual Interest Board meeting to cover both Staff Association Agreements.

22. Article 36 - 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) biweekly.

(NOTE: This new clause will result in the deletion of Clause 29.2.)

## **LETTERS OF UNDERSTANDING**



**LETTER OF UNDERSTANDING RE: APPLICATION OF CLAUSE 12.6 TO REACH EMPLOYEES**

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

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

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on behalf of the  
Calgary Board of Education

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

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Date

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

**2002 Bargaining**

**November 21, 2002**

**LETTER OF UNDERSTANDING - CLAUSE 9.8.2 SALARY GRADES (Staff Association PSS)**

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 9.8.2 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

## LETTER OF UNDERSTANDING - CONTRACTING OUT (Staff Association PSS)

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 Staff 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

**LETTER OF UNDERSTANDING - CLAUSE 9.8.1 - JOB EVALUATION (Staff Association PSS)**

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 9.8.1 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

## LETTER OF UNDERSTANDING

### LIABILITY INSURANCE FOR PROFESSIONAL SUPPORT STAFF

This letter represents an understanding reached between the Calgary Board of Education and Calgary Board of Education Staff Association regarding further study and discussions of Liability Insurance as it pertains to Professional Support Staff. All interested parties are to be represented in this study and discussion.

Further, there is an understanding that the Liability Insurance only for the Psychologist position in the Suspension process will be paid by the Calgary Board of Education. This payment will be based on the submission of a receipt by that individual for liability insurance and will be paid on a pro-rata basis based on the individual's FTE.

Continued payment for this liability insurance will be subject to change pending the results of the study and discussion as noted above.

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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 SCHEDULE**

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