



**Calgary Board  
of Education**

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**Agreement**

**Calgary Board of Education**

**and**

**Calgary Board of Education  
Staff Association  
for Professional Support Staff**

**September 1, 2010**

**To**

**August 31, 2014**

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THIS AGREEMENT made this 19<sup>th</sup> day of June, 2012.

BETWEEN:

THE BOARD OF TRUSTEES  
OF THE  
THE CALGARY BOARD OF EDUCATION  
hereinafter called "The Board"

OF THE FIRST PART

and

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

OF THE SECOND PART

## ARTICLE 1 PURPOSE

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

## ARTICLE 2 DURATION AND TERM OF AGREEMENT

- 2.1 **The term of this agreement shall be from the first day of September, 2010 until the thirty-first day of August, 2014 and from year to year thereafter, unless terminated or amended in the manner hereinafter provided. All articles in this agreement unless otherwise specified shall become effective on September 4, 2012.**
- 2.2 Either party desiring to amend or terminate this Agreement shall give notice in writing to the other party, not less than sixty (60) days or not more than one hundred and twenty days (120) immediately preceding the expiry date of this Agreement.
- 2.3 During any period of negotiations, the parties may by mutual consent agree to extend this Agreement for a specified period of time.

- 2.4 During the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes, slow downs or stoppages of work on the part of the employees, nor any lockout on the part of the Board.

### **ARTICLE 3 DEFINITIONS**

- 3.1 "Association" shall mean the Calgary Board of Education Staff Association, and shall include an officer or delegate thereof.

- 3.2 "Board" shall mean the Calgary Board of Education, and shall include an officer or delegate thereof.

- 3.3 "Common-law" spouse is defined as a partner in a relationship where the individuals have been cohabiting for a minimum of one (1) year or a child has resulted from the union, and is documented by the most current declaration by the employee in the personnel file with the Board.

- 3.4 A **“continuous”** employee is a person who **is employed without a specified end date who may be a twelve-month employee or a ten-month employee.**

**The first six (6) months of employment for a continuous employee is a probationary period. The employment of a continuous employee may be terminated at Management’s discretion anytime during the probationary period. This six (6) month probationary period may be extended by agreement between Management and the Association.**

**Where a continuous employee works in a temporary assignment, the employee shall retain their status as a continuous employee.**

- 3.5 A **“continuous position”** is a position established by the Board, including a ten-month position, the existence of which has been or is intended to be of a continuous nature.

- 3.6 A **“temporary position”** is a position created for a project or activity, the duration of which is a maximum of ten (10) months or such longer period of time as mutually agreed to between Management and the Association.

- 3.7 A **“term specific”** employee is one who is employed with a specified end date:

- a) for a project or activity to a maximum of ten (10) months, or such longer period of time as mutually agreed to between Management and the Association; or
- b) to replace an employee who is expected to be absent.

A term specific employee's employment may be terminated in accordance with clause 30.2 or upon providing the employee with two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

3.8 "Ten-month" employees shall be continuous employees who are scheduled to work ten (10) consecutive months. This includes employees who work in schools (e.g. modified calendar or year round) where an assignment may exceed ten (10) consecutive months, but includes the equivalent number of days of a regular ten (10) month assignment.

3.9 "Trial period" is a six (6) month review period served by a continuous employee who changes to a different position description by means of placement or a posted vacancy or whose position is reclassified to a higher grade, commencing with the effective date of such change.

#### ARTICLE 4 RECOGNITION AND APPLICATION

4.1 The Board and the Association agree that this Agreement shall cover those Professional Support Staff employees whose bargaining rights are included under Certificate No.524-92. It shall not cover positions listed as excluded in the Certificate and further positions excluded by mutual agreement or by amendments to the Certificate.

4.2 No employees shall be discriminated against by either party or jeopardized in employment status or suffer any loss of employment because of exercising any right provided by law or by this Agreement.

4.3 No union activity, including grievance handling, shall take place on Board property, at work sites, or during working hours, without the permission of Management responsible for the school or respective work area **unless emergent circumstances prevent obtaining permission in advance.** Permission for such activity shall not be unreasonably withheld.

4.4 **Time off with pay shall be permitted, to a maximum of four (4) Association representatives, during discussions applicable to grievances presented by employees and for meetings called by Management, exclusive of arbitration hearings and negotiations for new or revised agreements. All time off must receive prior approval of Management.**

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

### Employment

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

### Job Posting

- 5.2.1        Vacancies for **continuous** positions, except for those listed below, will be posted electronically for five (5) working days. Postings will include the following information: location, outline of the position, full time equivalency, 10 month or 12 month, and annual salary. Copies of the postings will be displayed in an accessible location in schools and administrative buildings during operational days.

Vacancies which are not normally posted are:

- a)        vacancies filled pursuant to provisions in Clause 30.2 (administrative transfers);
  - b)        when staff are pending recall pursuant to Clause 7.5 (Recall Procedures).
- 5.2.2        A **continuous** position which is temporarily vacant and is occupied by a **term specific** employee as defined in Clause 3.7, will then be posted in accordance with this Article.
- 5.3            A copy of the posting or an email of the posting of the vacancy shall be forwarded to the office of the Staff Association. When an appointment has been made, the Board will provide notification of the appointee's name, former position and new position to the Staff Association within fourteen (14) days thereof.

### Promotions and Transfers

- 5.4.1        Preference for promotion and consideration for transfer **in filling vacancies** shall be given to applications from **continuous and term specific** employees **who have been employed by the Board for more than six (6) months** on the basis of qualifications for the applicable positions.  
**Applications from continuous and term specific employees who have**

**held their current position for ten (10) months or greater shall be given first consideration for transfer.** 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. A list of candidates interviewed will be provided to Staff Association upon request.

- 5.4.2 A fair, objective interview and selection process will be used to identify the level of qualification including skills, knowledge, training, experience, efficiency and personal suitability of each candidate.
- 5.4.3 When qualifications are equal, seniority shall prevail.
- 5.4.4 Normally, successful employee applicants shall be appointed to the new positions within fourteen (14) days from the date of selection; and where such an appointment has been made, the Staff Association shall be notified within fourteen (14) days thereof.

#### **Trial Periods**

- 5.5.1 A **continuous** employee who **changes to a different position description by means of a posted vacancy** or whose position is reclassified to a **higher grade**, shall have a trial period of six (6) months (as per Clause 3.9). If the employee does not wish to remain in the position or proves unsatisfactory during the trial period, Management shall place the employee in **the employee's** former **continuous** position, or its equivalent **in pay**, as soon as possible. **If a vacant equivalent position is not available within two (2) months, the employee will be identified for layoff in accordance with Article 7 based on their position prior to the trial period.**
- 5.5.2 **An employee who refuses to accept a reasonable transfer will be laid off effective immediately. The employee may apply for posted positions as a continuous employee for one year from the date of layoff.**

#### **Job Share**

- 5.6.1 The Board may approve two **continuous** employees to share a job for a period of one year. Applications for job share must be received prior to March 31<sup>st</sup> each year, or a later date established by the Board.
- 5.6.2 The Superintendent of **Human Resources** or designate will determine whether or not a job share is approved based on criteria established by the Board. Staff Association may provide written input regarding the criteria for consideration by the Board prior to November 15<sup>th</sup> each year. The



established criteria will be communicated to the Staff Association by December 31<sup>st</sup> each year.

- 5.6.3 When a job share between two **continuous** employees has been approved by the Board and the job share ends, each job share partner will revert to their previous status of **continuous** full time equivalency prior to the job share and will be considered separately for transfer, layoff, and recall in accordance with Article 7.

## **ARTICLE 6      TERMINATION**

- 6.1 Employees shall give the Board at least **one (1) month** notice should they decide to terminate employment.

- 6.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.4, 3.7 and 30.2, 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.

### **The employee shall receive:**

- 1) notice of termination; or**
- 2) 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**
- 3) a combination of (1) and (2) above.**

- 6.3 Notwithstanding the above in Clause 6.2, 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:

- a) the employee has remained **eligible for** recall for one year from date of layoff; **and**
- b) the allowance is based on the employee's salary as at the date of layoff.

6.4 Volunteers will not be used to replace or reduce the **full time equivalency** of **continuous** employees.

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

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

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

7.3 When lay-off of **continuous** employees becomes necessary, the Board shall retain employees on the basis of firstly, position description and secondly, seniority.

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

7.5 Employees laid off in accordance with this Article shall retain recall rights for a period of one (1) year from the date of actual lay-off. Employees shall be recalled on the basis of firstly, position description and secondly, seniority.

The Board will attempt to first notify employees being recalled by phone, but in any case, employees being recalled will be notified by registered delivery 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.

7.6 Laid off employees shall be given consideration for positions other than those which they occupied at time of layoff, provided such employees are, in the opinion of the Board, qualified for those positions.

## ARTICLE 8 SALARY ADMINISTRATION

### Pay Day

- 8.1.1 Pay day shall be every second Friday. Each pay period, employees shall receive a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account(s). **The employee is accountable to provide bank account numbers for up to two (2) deposit accounts.** If a pay day falls on a general holiday, then the pay day shall be the preceding business day. For purposes of this clause, "business day" shall mean any day between Monday and Friday, inclusive, which is not a statutory holiday.
- 8.1.2 Ten-month (10) employees shall receive an annual salary divided into twenty-two (22) equal pays, the first of which shall occur at the end of the pay period in which the first day worked for the new school year has taken place. Changes in the salary grid in Appendix "B" effective September 1<sup>st</sup> will take effect at the beginning of the first pay period of the new school year.

### Salary Grids

- 8.2 The applicable salary grades for positions covered by this Agreement in Appendix "A" are attached.
- 8.3 Employees shall be paid in accordance with the applicable rates of pay in Appendix "B".
- 8.4 New employees normally start at the minimum of the salary range in the appropriate salary grades. However, past relevant experience will be considered in establishing the employee's starting salary. Relevant experience will be considered when experience is in an identical or very similar type of work and following appropriate certification.
- 8.5 Rates other than those listed in Appendix "B" may be established only by mutual agreement of both parties.

### Increments

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

**Employees receive increments during the health-related period of maternity leave, secondment and while in receipt of sick leave with**

**pay. Employees do not receive increments during layoff pending recall or a leave of absence without pay greater than four (4) weeks, including deferred salary leave. Employees in receipt of long term disability benefits or a professional improvement fellowship will have their step adjusted effective their return to work date based on the increments they would have received during their absence, to a maximum absence period of two (2) years.**

### **Subsequent Placements**

- 8.7.1 A **continuous** employee whose position is reclassified to a position of a higher grade, or is promoted, shall be paid the greater of the minimum rate of the new salary range or a step in the new range which is two (2) steps higher than the employee's present rate.
- 8.7.2 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.
- 8.7.3 An employee who is placed into a position affected by the terms and conditions of employment for the Professional Support Staff from another position within the Calgary Board of Education, whether it be unionized or not, shall not suffer a reduction in total compensation (defined as salary plus applicable allowances). If the total compensation is within the salary range of the employee's new grade, the employee shall be eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the salary range.

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

### **Job Classification**

- 8.8.1 When new position descriptions are to be classified, or changes to existing position descriptions are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled "**Letter of Understanding re: Clause 8.8.1 - Job Evaluation**" of Appendix "C" of this Agreement.

8.8.2 When new salary grades are established, or changes to existing **salary grades** are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled “**Letter of Understanding Re: Clause 8.8.2 – Salary Grades**” of Appendix “C” of this Agreement.

8.8.3 A **continuous** employee whose position is reclassified to a lower grade or who is transferred to a position of a lower grade due to organizational changes will be red circled and:

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

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

## **ARTICLE 9 ANNUAL SERVICE AWARD**

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

## **ARTICLE 10 STAFF ASSOCIATION CONVENTION**

10.1 **Continuous** employees will be allowed at least one (1) day, with pay, to attend the annual Staff Association Convention. Employees not required to work either of the days of the Staff Association Convention shall not be entitled to receive additional compensation for time spent at the Staff Association Convention.

10.2 Those employees who serve as members of the Staff Association Convention Committee (up to a maximum of (15) fifteen) shall receive two (2) days with pay to attend the Convention.

## ARTICLE 11 HOURS OF WORK

- 11.1 The working hours for ten-month employees, not in receipt of any administrative allowance, shall normally be thirty (30) hours per week, averaged over the school year.
- 11.2 Ten-month employees are expected to maintain their hours of work during the period from the opening day of the school year to the closing day of the school year, including those days/periods when the schools are operating at less than normal levels.
- 11.3 For ten-month employees, ten (10) months employment in a school year constitutes a full employment year.
- 11.4 Twelve-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-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-month employees;
- employees who transfer from a ten-month position to a twelve-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-month position to a ten-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.

- 11.5 It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. These functions shall include consultations with teachers, other Calgary Board of Education personnel and parents; preparation of written documentation and reports as necessary; attendance at meetings specific to their duties and work units. It is also understood that some parameters are necessary in

order to ensure both the quality of program delivery and a viable work load for employees. These parameters shall be determined collaboratively by employees and the appropriate supervisor. The parameters will be confirmed in writing by the supervisor and provided to the employee.

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

## **ARTICLE 12 NUMBERING**

- 12.1 **This article is a placeholder to maintain consistency of numbering articles between this agreement and the main collective agreement between the Calgary Board of Education and the CBE Staff Association.**

## **ARTICLE 13 GENERAL HOLIDAYS**

- 13.1 Twelve-month employees shall be entitled to the following holidays:

- New Year's Day
- Family Day (third Monday in February)
- Good Friday
- Easter Monday\*
- Victoria Day
- Canada Day
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day\*\*
- Christmas Day
- Boxing Day

and any other general public holidays proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada, and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.

\* When Easter Monday falls on a day when schools are in session, Easter Monday will be replaced by the Monday of Spring Break.

\*\* When Remembrance Day falls on a Saturday or Sunday, the day off with regular pay in lieu of the holiday will be scheduled on a day that is mutually agreed to by the Board and Staff Association. Notwithstanding the foregoing, the holiday shall be considered as earned on November 11.

13.2.1 Ten-month employees shall be entitled to the following holidays:

New Year's Day  
Family Day (third Monday in February)  
Good Friday  
Easter Monday\*  
Victoria Day  
Labour Day  
Thanksgiving Day  
Remembrance Day\*\*  
Christmas Day  
Boxing Day

and any other general public holidays as proclaimed by the City of Calgary, the Government of Alberta or the Government of Canada which fall during the ten-month period of employment and which are observed generally within the applicable government jurisdiction except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.

\* When Easter Monday falls on a day when schools are in session, Easter Monday will be replaced by the Monday of Spring Break.

\*\* When Remembrance Day falls on a Saturday or Sunday, the day off with regular pay in lieu of the holiday will be scheduled on a day that is mutually agreed to by the Board and Staff Association. Notwithstanding the foregoing, the holiday shall be considered as earned on November 11.

13.2.2 **Ten-month employees who work anytime during the week immediately preceding and following Canada Day or Civic Holiday (first Monday in August) shall be entitled to be paid those days as a general holiday.**

13.3 Should the City of Calgary, the Government of Alberta or the Government of Canada, by legislation, rescind any of the above-named day(s) mentioned in Clause 13.1 and/or 13.2 and such day(s) are subsequently removed from the *Employment Standards Code of Alberta*, such day(s) shall automatically be removed from this Collective Agreement.

13.4 **No deductions in the wages or salaries of any employee with more than thirty (30) days continuous service shall be made on account of the aforementioned holidays regardless of the same occurring during regular work period. However, if an employee is absent on the employee's working day immediately prior or following the general holiday, no payment shall be made for the general holiday unless the absence is covered by proof of sickness as outlined in Article 15 or with Board consent.**



- 13.5 When the holidays designated in Clauses 13.1 and 13.2, fall on an employee's scheduled day off and such day is not worked, the employee shall be granted a mutually agreed to alternate day off with regular pay in lieu of the holiday.
- 13.6 The Board and the Association may enter into agreements for the exchange of days, at straight time pay, for the purpose of extending time-off in conjunction with general holidays or for creating extended weekends. Each such agreement shall pertain to a specific circumstance.
- 13.7 Employees who work on Stampede Parade Day shall receive one half (½) of a normal working day off with pay, provided that the day is a regularly scheduled work day. Where December 24 and December 31 are working days, offices will open at 8:30 a.m. and close at 12:00 noon on those days and employees scheduled to work will be released at that time without loss of pay or reduction of vacation entitlement. Subject to the requirement to remain open for service to the public until noon, employees who work less than full-time may be released on a pro-rated basis on those days.

**ARTICLE 14 VACATIONS**

14.1 During the first year of service, **twelve-month** employees shall be granted one and one-half (1 1/2) days vacation with pay for every full month worked prior to July 1, to a maximum of fifteen (15) working days.

14.2 Subsequent vacations with pay for **twelve-month employees** shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:

After one (1) year: Twenty (20) working days annual vacation  
 After five (5) years: Thirty (30) working days annual vacation

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

First five (5) full years of service: six percent (6%)  
 After five (5) full years of service: ten percent (10%)

**Vacation pay shall be paid on each bi-weekly pay.**

14.4 An employee who transfers from a ten-month position to a **continuous** full-time twelve-month position may, upon request, opt for the provisions of Clause 14.2 if payment has not been made under the provisions of Clause 14.3.

- 14.5 Vacations shall be assigned by Management, after consideration to efficient operation and to the wishes of the employees. Employees entitled to a minimum annual vacation of twenty (20) working days may defer up to ten (10) working days until the following year, if the request is approved by the Superintendent concerned. June 30 shall be established as the date for such deferments.
- 14.6 **While on annual vacation, an employee is entitled to the provisions of Article 16.**
- 14.7 Employees who resign shall be paid for unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.
- 14.8 **Service for the purpose of this article excludes layoff pending recall and a leave of absence without pay greater than four (4) weeks, including deferred salary leave. When an employee is in receipt of long term disability benefits for more than two (2) years, the period of time the employee is in receipt of benefits will not be included in the calculation of service for the purpose of this article.**
- Service for the purpose of this article includes secondment, the health-related period of maternity leave and while in receipt of sick leave with pay or a professional improvement fellowship.**
- 14.9 **The vacation hours accrued for a twelve-month employee who works less than full time hours are prorated based on the employee's full time equivalency. The vacation hours used on an assigned vacation day equal the number of hours the employee would otherwise have worked on that day.**

## **ARTICLE 15 SICK LEAVE WITH PAY**

- 15.1 Subject to the provisions of this Article, sick leave with pay shall be granted to an employee:
- **who is unable to attend work** on account of injury, illness or disability of the employee, or
  - for the purpose of obtaining necessary medical or dental treatment.
- 15.2 Employees shall earn sick leave with pay at the rate of one day per pay period (**based on their full time equivalency**) commencing with the first entire pay period worked by an employee. **Employees do not earn sick leave with pay on layoff pending recall, secondment, leave of absence without pay greater than four (4) weeks including deferred salary**

**leave, or while in receipt of long term disability benefits, a professional improvement fellowship or sick leave with pay. Employees do earn sick leave with pay during the health-related period of maternity leave, general holidays, vacation, and approved leaves of absence of four (4) weeks or less.**

- 15.3 **Ten-month** employees shall accumulate their unused sick leave to a maximum of two hundred (200) days **(based on their full time equivalency)**. **Twelve-month** employees shall accumulate their unused sick leave to a maximum of two hundred and forty (240) days **(based on their full time equivalency)**.
- 15.4 Eligibility for sick leave with pay is usually established by the submission of a signed sick leave declaration form when the absence is for a period not exceeding five (5) days.
- 15.5 Eligibility for sick leave with pay is usually established by submission of a declaration form from a qualified, registered doctor, dentist or chiropractor when the absence is for periods exceeding five (5) days.
- 15.6 Employees who are quarantined by Public Health Authorities shall be eligible for sick leave with pay during the quarantine period.
- 15.7 Where an employee on vacation
- a) requires hospitalization; or
  - b) suffers a serious illness, major surgery or an injury accident requiring a minimum of five (5) days major medical convalescence sick leave will be substituted for vacation leave.
- Proof of the medical condition which would have prevented an employee from carrying out the employee's regular duties, must be certified by the attending qualified doctor, dentist or chiropractor.
- 15.8 In the event of the death of an employee, accrued sick leave benefits shall be paid to the beneficiary designated for the Group Life Insurance Plan, or where the employee does not participate in that insurance, to the beneficiary designated for the Local Authorities Pension Plan, or Teachers' Retirement Fund. Where an employee does not participate in either the Group Life Insurance Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, accrued sick leave benefits shall be paid to the estate of the employee.
- 15.9 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 5 and 7.

The Superintendent of **Human Resources** or 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 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 7.

15.10 In the event an employee is unable to return to work following the two (2) year period long-term disability, the employee may be granted a general health leave without pay.

15.11 An employee who obtains sick leave with pay by fraudulent means shall be subject to disciplinary action up to and including termination of employment.

### **Rehabilitation Program (Coordinated Assistance and Rehabilitation for Employee Support – CARES)**

15.12 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.

15.13 **The Board shall establish a Health and Wellness Committee that will include representation from Staff Association.**

## ARTICLE 16 COMPASSIONATE LEAVE OF ABSENCE

- 16.1 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”, as defined in clause **16.2**. Additional leave may be granted at the discretion of the Superintendent of **Human Resources**, or designate, should the circumstances warrant extra time.
- 16.2 For the purpose of this agreement, “near relative” shall be defined as the following relationships to the employee or the employee’s spouse including common-law spouse:
- spouse, including common-law spouse
  - grandparent
  - parent, including legal guardians
  - brother
  - sister
  - child, including legal wards
  - grandchild
  - the respective spouses of all of the above
  - any other relative who has resided in the home for at least two years
  - such other person as the Superintendent of **Human Resources**, or designate may approve.
- 16.3 On request, an employee shall be granted a maximum of three (3) days leave of absence, with pay, to attend the funeral/memorial service of a “near relative”, as defined in clause 16.1, if the funeral/memorial service is in or near the city. An additional two (2) days shall be granted if further time is required for travel purposes.
- 16.4 Where an employee does not attend the funeral/memorial services of the “near relative”, as defined in clause 16.1, reasonable leave may be granted at the discretion of the Superintendent of **Human Resources**, or designate.

## ARTICLE 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, Parental Leave, **Professional Improvement Leave**, **Leaves of Absence** 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. **Maternity leave shall commence on the earlier of the date on which the employee is unable to work as a consequence of her pregnancy or the date of the birth of the employees' child.** Maternity leave may be comprised of health-related and non-health-related periods. **The maternity leave in no case shall extend beyond six (6) months from the date of birth. Parental leave may be available pursuant to clause 17.3.**
- 17.1.2 An employee shall give the Board at least one (1) month 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.
- 17.1.3 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 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.
- 17.1.5 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 **17.1.6, 17.1.7, and 17.1.8.**
- 17.1.6 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.
- 17.1.7 Continuation of Supplementary Employment Benefits beyond eight (8) weeks following the date of birth shall require a medical certificate pursuant to Clauses 15.4 and 15.5 of this agreement.
- 17.1.8 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, Parental Leave, **Professional Improvement Fellowship, Leaves of Absence** 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 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.

17.2.4 A **continuous** 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, Parental Leave, **Professional Improvement Fellowship, Leaves of Absence** 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 parental leave, maternity leave and/or adoption leave shall not exceed the balance of the school year in which the 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) week period 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 **continuous** 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 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.
- 17.3.8 Notwithstanding Clause 17.3.7, 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.
- 17.3.9 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 **designate** 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 Other Parental Leave**

17.5.1 Upon request, a **continuous** employee who is **the non-birth parent** shall be granted up to three (3) days leave with pay at the time of the birth of the employee's child.

### **ARTICLE 18 PROFESSIONAL IMPROVEMENT FELLOWSHIP LEAVE**

18.1 **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, Parental Leave, Professional Improvement Fellowship, Leaves of Absence or any combination of these leaves.**

18.2 Professional Improvement Fellowships shall be granted for the pursuit of university or other formal academic studies. They also shall be granted to enable the employee to obtain specific skills, training, or carry out an approved research project. Fellowships are granted in lieu of salary for activities of up to one year's duration, subject to the limitations outlined in this Article. A portion of the fellowship may be taken as a research grant pursuant to prevailing Income Tax Regulations.

- a) Fellowships may be granted to employees whose application is deemed by the Review Committee for Professional Improvement Fellowships to be for activities which are responsive to the learning needs of students, the needs and strategic direction of the system and which will contribute to the professional growth of the employee.

- b) All applications for a Fellowship shall be accompanied by a clear statement of the purposes as identified in 18.1 (a).
- c) Applications shall be submitted to the Superintendent of **Human Resources** or designate by December 31, for activities commencing on September 1 or after September 1 of the following year.
- d) The Superintendent of **Human Resources** shall forward all applications to a Committee consisting of two (2) representatives from C.B.E. Staff Association and three (3) representatives from the Calgary Board of Education Administration which are to include the following:
  - Director **from the service unit with the largest number of professional support staff**
  - Director **responsible for support staffing**
  - Superintendent of **Human Resources** or Designate
- e) The committee shall consider each application and decide whether or not to grant the Fellowship. Its decisions and supporting rationales shall be communicated to the **appropriate CBE personnel** and the employee by January 31.
- f) An employee granted a Professional Improvement Fellowship shall be paid sixty-five percent (65%) of their earnings (including Vacation Pay) to which the employee is entitled, to be administered in accordance with Article **8** of the Collective Agreement.
- g) Employees granted financial assistance shall enter into a written agreement with the Board to serve for twice the period for which the Professional Improvement Fellowship was granted. Employees shall undertake to reimburse the Board for the portion of assistance for which the return service commitment is deficient should they separate from the Board's service.

## **ARTICLE 19 LEAVES OF ABSENCE**

### **General Provisions**

- 19.1 **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, Parental Leave, Professional Improvement Fellowship, Leaves of Absence or any combination of these leaves.**

- 19.2 The employee's position may be filled on a temporary basis without posting requirements. After twelve (12) continuous months, the position will be posted and staffed in accordance with the applicable clauses in Article 5 and 7. Article 7 will apply when an employee returns from a leave greater than twelve (12) continuous months and their position has been staffed as a result of the above.
- 19.3 Failure to return to duties at the expiry of the leave may result in the termination of employment of the employee.

#### **Leave Without Pay**

- 19.4 Leave of absence without pay, not exceeding ten (10) working days at any one time, shall be granted by an employee's supervisor unless the operational/work requirements of the school or the department prevent the granting of this leave.
- 19.5 Leave of absence without pay, exceeding ten (10) working days at any one time, may be granted by the Superintendent, Human Resources, or designate.
- 19.6 Continuous employees of the Board may be granted a leave of absence, without pay, for up to one (1) year for the purpose of participating in an educational program for educational / professional improvement.
- 19.7 Leave of absence without pay may be extended for an additional period upon written application by the employee and approval by the Superintendent, Human Resources or designate.

#### **Deferred Salary Leave Plan**

- 19.8 The Board, in consultation with the Association, shall offer a Deferred Salary Leave Plan to all continuous employees.

#### **Personal Leave**

- 19.9 An employee shall be granted personal leave not to exceed a total of five (5) days from July 1<sup>st</sup> to June 30<sup>th</sup>. Personal leave will be taken at a time mutually agreed to by the employee and their supervisor, taking into consideration the needs of the employee and the need to minimize the operational impact of the leave.

**Prior to the commencement of the leave, the employee and their supervisor will confirm whether the leave will be:**

- a) **Paid at the rate of one-half (1/2) of the employee's regular rate of pay; or**
- b) **Paid at the employee's regular rate of pay and the employee will make up the time on the basis of one-half (1/2) day for each day of leave, at a time mutually agreed to by the employee and their supervisor; or**
- c) **A combination of the above.**

**Where emergent circumstances prevent advance notice, the employee will be paid at the rate of one-half (1/2) of the employee's regular rate of pay.**

**Where time is to be made up for personal leave, such time must be worked prior to June 15<sup>th</sup>. Any time that has not been made up as of June 15<sup>th</sup> will be deducted at the rate of one-half of the employee's regular rate of pay for that time.**

### **Religious Holy Days**

- 19.10 **An employee is entitled to leave with pay for religious holy days, the observance of which, as an essential tenet of the religious faith, precludes the employee from working.**

### **Graduation and Convocation**

- 19.11 **Upon request, one (1) day leave with pay shall be granted to an employee by their supervisor to attend the employee's or the employee's spouse/child's senior high school graduation and/or post-secondary convocation where the ceremony takes place during the employee's regularly scheduled work day.**

### **Writing Examinations**

- 19.12 **Leave with pay may be granted to an employee by their supervisor to write an examination which is written for the purpose of increasing academic or professional qualifications.**

### **Court Appearances**

- 19.13 **Leave of absence with pay shall be granted to an employee who receives a summons or subpoena to attend court for the purpose of jury or witness duty or to attend an inquest. Any monies received for the aforementioned duties less actual expenses shall be remitted by the employee to the Board.**

## Professional Association and Educational Leadership

- 19.14        **The Board encourages employees to be actively involved in leadership roles within their professional associations and educational organizations. Leave with pay may be granted to an employee by their supervisor to attend executive meetings or provide other leadership for such organizations.**

## ARTICLE 20        GROUP BENEFITS PLAN

- 20.1        The Group Benefits Plan (hereinafter referred to as the Plan) refers to life insurance, accidental death and dismemberment insurance, supplementary health benefits (hospitalization, major medical, vision care, **prescription drugs**), dental benefits and long term disability insurance as outlined in the applicable group insurance policies, and the Alberta Health & Wellness plan. **The Board shall provide a pay direct card for employees participating in the Group Benefits Plan.**

- 20.2.1      Participation in the Plan shall be a condition of employment.

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

- 20.2.2      **An employee who is on layoff pending recall or who is absent for more than four (4) weeks on a Professional Improvement Fellowship, secondment, leave of absence without pay or a deferred salary leave, must pay the full cost of such benefits in advance of the absence if the employee chooses to maintain their coverage.**

**When an employee wishes to continue participation in the benefit plans during maternity leave or adoption leave, the premiums shall continue to be shared between the Board and the employee pursuant to 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 or adoption leave is requested.**

**When the employee works one (1) day in any calendar month, benefits will be provided for that calendar month and the premiums shall be shared between the Board and the employee pursuant to this Agreement.**

20.3.1 The cost sharing of the Plan between the Board and the employees **under this Collective Agreement** shall be in the following proportions:

|   | <u>Board</u> | <u>Employee</u> |
|---|--------------|-----------------|
| Life and Accidental Death and Dismemberment | 100%         | 0%              |
| Supplementary Health Benefits               | 100%         | 0%              |
| Dental Insurance Plan                       | 100%         | 0%              |
| Long Term Disability                        | 0%           | 100%            |

20.3.2 **The parties acknowledge that prior to January 1, 2009, the Board contributed 100% of the cost of the Alberta Health Care Insurance Plan (AHCIP), referred to in previous collective agreements as “Alberta Health & Wellness”.**

**In the event that premiums for ACHIP or a substantially similar plan are reintroduced, the Board and Association will negotiate the Board’s contribution to the premiums prior to the required implementation date for premium collection.**

20.3.3 **The Board shall contribute on behalf of ten-month employees the employer’s portion of benefit premiums during the months of July and August.**

20.4 **The Board shall establish a Health and Wellness Committee that will include representation from Staff Association. The Board will administer the Group Benefits Plan in consultation with the Health and Wellness Committee.**

20.5 **The Board agrees that no reduction in the amounts of benefits will occur without prior approval of Staff Association.**

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

20.7 **Health Spending Account**

20.7.1 Effective January 1 of each year, the Board will contribute an annual amount of \$750 to a Health Spending Account for eligible full-time

employees covered by this agreement. Eligible employees will be employees who are actively at work, on maternity leave, on paid sick leave, on extended disability or on WCB as of the first working day of the applicable calendar year.

An employee hired after the first working day in the calendar year, will be eligible for the Health Spending Account on the first calendar day of the month following their date of hire. The contribution on the first calendar day of the month following the date of hire will be as follows for a full time employee:

| Month of Hire | Contribution Amount | Contribution Date         |
|---------------|---------------------|---------------------------|
| January       | \$688               | February 1 <sup>st</sup>  |
| February      | \$625               | March 1 <sup>st</sup>     |
| March         | \$563               | April 1 <sup>st</sup>     |
| April         | \$500               | May 1 <sup>st</sup>       |
| May           | \$438               | June 1 <sup>st</sup>      |
| June          | \$375               | July 1 <sup>st</sup>      |
| July          | \$313               | August 1 <sup>st</sup>    |
| August        | \$250               | September 1 <sup>st</sup> |
| September     | \$188               | October 1 <sup>st</sup>   |
| October       | \$125               | November 1 <sup>st</sup>  |
| November      | \$63                | December 1 <sup>st</sup>  |
| December      | \$750               | January 1 <sup>st</sup>   |

20.7.2 Contributions to the Health Spending Account will be pro-rated for employees who occupy a position less than one full-time equivalent (1.0 FTE). The pro-rated amount will be determined once annually on the eligibility date defined above, and will not be adjusted due to changes in FTE throughout the year.

20.7.3 The unused balance in an employee’s Health Spending Account will be carried forward to the extent permitted by law. Employees leaving the Board will forfeit any remaining balance.

**ARTICLE 21 PENSION PLAN/SERVICE GRATUITY**

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

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

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

After ten (10) years' continuous service

- one (1) month's salary 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.

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

## ARTICLE 22 SENIORITY

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

22.2 The seniority date of an employee shall be adjusted forward by the number of days that the employee is away **when they are absent for more than thirty (30) calendar days on a deferred salary leave or a leave of absence without pay.** This Clause will not apply to maternity leave, **adoption leave, parental leave, secondment, professional improvement fellowship, sick leave, or layoff pending recall.** **When an employee is in receipt of long term disability benefits, the employee will continue to accumulate seniority for a period of two (2) years from**



**the date the employee commenced receipt of long term disability benefits.**

## **ARTICLE 23 GRIEVANCE PROCEDURE**

### **Guidelines**

- 23.1.1 A grievance is a difference regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.
- 23.1.2 An employee is entitled to representation by the Association at any step of the grievance procedure and is advised to seek such representation as early in the dispute as possible.
- 23.1.3 **An interest-based problem solving approach is recommended for use in resolving disputes. If mutually agreed, either party may apply for a third party grievance mediator to assist in resolving a dispute at any time during the process.**
- 23.1.4 All grievances shall be submitted, in writing, setting forth:
- a) the section or sections of the Collective Agreement alleged to have been misapplied or violated;
  - b) the nature of the grievance;
  - c) the remedy sought.
- 23.1.5 The use of the word "days" in this Article means working days.
- 23.1.6 In the event that a grievance is submitted as a result of an employee being terminated, the grievance will be submitted at Level II of the grievance procedure.
- 23.1.7 The time limits referred to in this Article may be extended by written mutual agreement of the parties.
- 23.1.8 Grievances submitted later than the specified time limits shall be considered null and void. **Grievances advanced later than the specific time limits shall be considered abandoned.**

### **Level I**

- 23.2.1 **The parties will seek to resolve a dispute prior to the submission of a grievance.**

- 23.2.2 **When the parties are unable to resolve a dispute, the Association may submit a grievance.** A grievance shall be submitted, in writing, **by the Association** to the Director, **Human Resources** within **forty (40)** days of the date the employee or Association knew, or had the first reasonable opportunity to know, of the alleged violation or misapplication.
- 23.2.3 **Within ten (10) days of receiving the grievance, the Director, Human Resources shall convene a meeting to endeavour to resolve the difference set forth in the grievance. A written response will be provided within five (5) days of the meeting.**
- 23.2.4 **The Association may advance the grievance to Level II within ten (10) days of receipt of the written response or within ten (10) days of the deadline for the response.**

## **Level II**

- 23.3.1 Where a grievance is **advanced to Level II**, it shall be advanced, in writing, **to the Chief Superintendent of Schools with a copy to those involved in the previous level.**
- 23.3.2 The **Chief Superintendent of Schools, or designate if the grievance is not a policy grievance**, shall arrange a hearing and render a written decision with reasons to the Association, employee and Director, **Human Resources** within **ten (10)** days of receiving the grievance. **A policy grievance is defined as an interpretation, application, operation or alleged contravention of this Collective Agreement capable of adversely impacting the rights of all affected employees or the Association.**
- 23.3.3 **The Association may advance the grievance to arbitration within ten (10) days of receipt of the written response or within ten (10) days of the deadline for the response.**

## **Arbitration**

- 23.4.1 **The Association shall provide written notification to the Director, Human Resources that a grievance has been advanced to arbitration with a copy to those previously involved in the grievance procedure.**
- 23.4.2 **Grievances advanced to arbitration will be heard by an arbitrator who is acceptable to both parties. If the parties are unable to agree on the appointment of the arbitrator, the parties shall request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator.**

**Upon mutual agreement, a grievance may be heard by a three member arbitration board.** An arbitration board shall consist of one (1) member appointed by the Board and one (1) member appointed by the Staff Association. The two (2) members so appointed shall endeavour to select a mutually acceptable Chairperson for the arbitration board. If they are unable to agree upon the choice of a Chairperson within five (5) working days of their appointment, they shall request the **Director of Mediation Services for the Province of Alberta** to appoint a Chairperson.

23.4.3 The arbitration decision shall be final and binding on the parties and shall not change, modify or alter any of the terms of this Agreement.

23.4.4 The Board and the Staff Association shall bear the expenses of their respective appointees to the arbitration board and shall bear equally the expenses of the Chairperson or the single arbitrator.

#### **ARTICLE 24 DEDUCTION OF DUES**

24.1 Employees, as a condition of employment, shall be subject to deduction of dues as set from time to time by the Association. The Board agrees to deduct such dues 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.

24.2 The parties acknowledge that the deduction of dues does not constitute membership in the Association.

#### **ARTICLE 25 SUPPLEMENT TO THE WORKERS' COMPENSATION BOARD**

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

## **ARTICLE 26 PROTECTIVE CLOTHING**

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

## **ARTICLE 27 VEHICLE ALLOWANCE**

- 27.1 Employees shall be reimbursed at the current effective rate for distance travelled on Board business.
- 27.2 In addition, those designated to use their personal vehicles will be reimbursed for the difference in premium between normal pleasure driving vehicle insurance and insurance for business use of a vehicle, subject to their providing proof to Management of the extra charge from the insurance company.

## **ARTICLE 28 PARKING**

- 28.1 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.

## **ARTICLE 29 STAFF DEVELOPMENT FUND**

- 29.1 Effective September 1, 2009, a fund in the amount of sixty thousand (\$60,000) dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.
- 29.2 Effective September 1, 2009, the amount of the fund referred to in Clause 29.1 may be enhanced by up to ten thousand (\$10,000.00) 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 sixty-five thousand (\$65,000.00) dollars in each fiscal year.

- 29.3 Any Professional Support Staff member or group of members may make application to the Professional Support Staff Advisory Committee for funds, such application to include a resume of the proposed project.
- 29.4 It is the responsibility of the Professional Support Staff Advisory Committee Chair, or delegated authority, to rule on each application and inform the applicant of the decision. The decision of the Chair or delegated authority, shall be final.
- 29.5 An advisory committee of three (3) Professional Support Staff members and two (2) representative appointed by the Superintendent of **Human Resources** shall review and revise the guidelines for the Fund as required. An annual report will be submitted to both the C.B.E. Staff Association and the Superintendent of **Human Resources** detailing the utilization and expenses of the Fund. This committee will meet as required.
- 29.6 Effective September 1 of each year, an additional one thousand (\$1,000.00) dollars shall be allocated on an annual basis for the administration of this Staff Development Fund. For all funds above the first eight thousand (\$8,000) dollars provided by the Board in Clause 29.1 and Clause 29.2, up to twenty (20) percent may be allocated by the Staff Association to the administration of the Staff Development Fund.
- 29.7 In the event that unallocated funds in the Staff Development Fund exceed the current year's annual amount as at August 31 each year, the Board's contribution in the subsequent year shall be reduced by the amount of the excess.

## **ARTICLE 30 MANAGEMENT RIGHTS**

- 30.1 The right to control operations and to direct the work force is vested exclusively with Management, subject only to the restrictions provided in this Agreement which effect the exercise of these rights.
- 30.2 Management shall have the right to transfer, discipline, demote, suspend, lay off or discharge employees for proper or sufficient cause. An employee discharged for cause shall not be entitled to notice, or pay in lieu of notice. When Management has discharged an employee for just cause, the Staff Association shall be notified within five (5) working days. An employee who has been wrongfully demoted, suspended, or discharged, and is later reinstated shall be compensated in full for any loss in regular time at regular salary which has resulted from such demotion, suspension, or discharge.

- 30.3.1 Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there has been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.
- 30.3.2 The Board shall state in each written reprimand, or other disciplinary action, the period for which it shall remain on the employee's personnel file and that employee and the Association shall be so notified.
- 30.3.3 It shall be a shared responsibility between the Board, the Association and the employee to ensure that the written reprimand, or other disciplinary action, is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.

## **ARTICLE 31      WORKPLACE RELATIONSHIP COMMITTEE**

- 31.1 This joint Committee shall meet to discuss **and resolve** matters **related to systemic workplace concerns**. The Committee shall be composed of:
- a) up to six (6) representatives appointed by Management; **and**
  - b) up to six (6) representatives appointed by the Staff Association.

The Committee shall meet monthly (September through June) unless otherwise agreed to by the committee members. It is understood that there will be one **Workplace Relationship Committee** meeting to cover both Staff Association Collective Agreements.

## **ARTICLE 32      RETROACTIVITY**

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

## ARTICLE 33 SECONDMENT

- 33.1 Upon request for leave, a member of the Staff Association shall be seconded from the Board to the Calgary Board of Education Staff Association.
- 33.2 There shall be no cost to the Board during the leave.
- 33.3 The Staff Association member shall receive an applicable salary from the Board according to the current Collective Agreement and shall be subject to its provisions. The Staff Association shall reimburse the Board for such member at such periods as the Board may request.
- 33.4 The duration of this leave shall be for the term specified in the secondment contract.
- 33.5 The Staff Association Chairperson shall advise the Superintendent of **Human Resources** in the event an extension is necessary.
- 33.6 The Staff Association member will be returned to the position held prior to commencement of the leave, or if not available, to a position consistent with their previous experience at not less than the salary and other benefits that were applicable at the time the leave commenced.

### Third Party Secondment

- 33.7 The Staff Association shall receive written notice two (2) weeks prior to the secondment of any Staff Association member. Where such a situation should arise, all agreements regarding secondment shall name the Association as a party, and shall not result in the loss by the employee of any rights accorded herein.

## ARTICLE 34 INFORMATION

- 34.1 Unless otherwise stated, the Board shall provide reports to the Association on September 15, October 31, February 5 and May 15 regarding the following information:
- a) A seniority list of **continuous** employees sorted alphabetically by last name, containing the following information:
- Employee Name
  - Seniority Date

- Last Hire Date
  - Department and / or Location
  - Position Title
  - FTE
  - Layoff or Leave (where applicable)
- b) A seniority list of **continuous** employees sorted by position, containing the following information:
- Seniority Date in ascending order
  - Last Hire Date
  - Employee Name
  - Department and / or Location
  - Position Title
  - FTE
  - Layoff or Leave (where applicable)
- c) A list of **continuous** and **term specific** employees by location, containing the following information:
- Name
  - Position
  - Location
  - FTE (where applicable)
  - Seniority Date (where applicable)
  - Last Hire Date
  - Home Address
  - Home Telephone Number
- d) An alphabetical list of **continuous** and **term specific** employees containing the following information:
- Name
  - Position
  - Location
  - FTE (where applicable)
  - Seniority Date (where applicable)
  - Last Hire Date
  - Home Address
  - Home Telephone Number

For the purpose of this article, “last hire date” is the date the employee commenced employment in a **continuous** position and is used to calculate seniority in accordance with the collective agreement.

The Board shall provide to the Association a monthly list of new hires, leaves of absence, lay-offs and terminations of employment.



The Board shall provide the Association a list of approved job shares annually on July 1<sup>st</sup>.

**The Board shall provide the Association a list of exempt positions annually on August 15<sup>th</sup>.**

## **ARTICLE 35 MATERIALS & EQUIPMENT MANAGEMENT ALLOWANCE**

35.1 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 thirty (\$30.00) **dollars** bi-weekly.

Should any employee designated to receive the above allowance not be available for more than 20 working days due to any absence other than vacation, such employee shall not be eligible for the allowance from the 21<sup>st</sup> day until the employee returns to his/her designated duties.

Designation shall be in writing and may be terminated at any time.

## **ARTICLE 36 CONTRACTING OUT**

36.1 No **continuous** employee will lose their employment, or suffer a reduction in regular wage/salary, or regular hours, solely as a result of contracting out.

36.2 Where the use of contracted services is contemplated by the Board, the process outlined in the Letter of Understanding Re: Contracting Out will be implemented.

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

## APPENDIX "A"

### STAFF ASSOCIATION – PROFESSIONAL SUPPORT STAFF

#### **Grade I**

#### **Grade II**

Autism Functional Behaviour Analyst  
Family Oriented Program Facilitator  
Homestay Coordinator, Global Learning Services  
Justice Liaison Worker

#### **Grade III**

Counsellor, Employee Counselling Services  
Diversity & Learning Support Advisor  
Health Advisor, EHRC  
Home/School Liaison Counsellor  
School/Family Liaison Worker  
School/Family Liaison Worker, REACH  
Social Worker

#### **Grade IV**

Attendance Counsellor  
Consultant - Visually Impaired Specializing in Orientation & Mobility - REACH  
Educational Audiologist  
Educational Audiologist - REACH  
Occupational Therapy Consultant - REACH  
Orientation & Mobility Instructor for the Visually Impaired  
Physical Therapy Consultant - REACH  
Psychologist  
Psychologist-REACH  
Psychology Area Leader  
Speech Language Pathologist-ECS  
Speech Language Pathologist-REACH  
Speech Language Team Leader  
Team Leader - REACH Occupational Therapy  
Team Leader - REACH Physical Therapy  
Team Leader - REACH Psychology

## APPENDIX "B"

### STAFF ASSOCIATION PROFESSIONAL SUPPORT STAFF SALARY SCHEDULE

#### 10 Month Employees

**Effective September 1, 2010**

**3.00% Increase**

| Grade |          | 0        | 1        | 2        | 3        | 4        | 5        | 6        | 7         |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| I     | Biweekly | 2252.86  | 2412.28  | 2540.91  | 2671.05  | 2811.14  |          |          |           |
|       | Annual   | 49562.92 | 53070.16 | 55900.02 | 58763.10 | 61845.08 |          |          |           |
| II    | Biweekly | 2667.95  | 2804.59  | 2951.70  | 3088.65  | 3250.21  | 3386.83  |          |           |
|       | Annual   | 58694.90 | 61700.98 | 64937.40 | 67950.30 | 71504.62 | 74510.26 |          |           |
| III   | Biweekly | 2938.16  | 3092.26  | 3235.72  | 3404.99  | 3548.10  | 3704.09  | 3837.05  |           |
|       | Annual   | 64639.52 | 68029.72 | 71185.84 | 74909.78 | 78058.20 | 81489.98 | 84415.10 |           |
| IV    | Biweekly | 3490.37  | 3634.44  | 3788.76  | 3934.91  | 4111.47  | 4255.30  | 4401.12  | 4586.52   |
|       | Annual   | 76788.14 | 79957.68 | 83352.72 | 86568.02 | 90452.34 | 93616.60 | 96824.64 | 100903.44 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

**Effective September 1, 2012**

**2.00% Increase**

| Grade |          | 0        | 1        | 2        | 3        | 4        | 5        | 6        | 7         |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| I     | Biweekly | 2297.92  | 2460.53  | 2591.73  | 2724.47  | 2867.36  |          |          |           |
|       | Annual   | 50554.24 | 54131.66 | 57018.06 | 59938.34 | 63081.92 |          |          |           |
| II    | Biweekly | 2721.31  | 2860.68  | 3010.73  | 3150.42  | 3315.21  | 3454.57  |          |           |
|       | Annual   | 59868.82 | 62934.96 | 66236.06 | 69309.24 | 72934.62 | 76000.54 |          |           |
| III   | Biweekly | 2996.92  | 3154.11  | 3300.43  | 3473.09  | 3619.06  | 3778.17  | 3913.79  |           |
|       | Annual   | 65932.24 | 69390.42 | 72609.46 | 76407.98 | 79619.32 | 83119.74 | 86103.38 |           |
| IV    | Biweekly | 3560.18  | 3707.13  | 3864.54  | 4013.61  | 4193.70  | 4340.41  | 4489.14  | 4678.25   |
|       | Annual   | 78323.96 | 81556.86 | 85019.88 | 88299.42 | 92261.40 | 95489.02 | 98761.08 | 102921.50 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

**Effective September 1, 2013**

**2.50% Increase**

| Grade |          | 0        | 1        | 2        | 3        | 4        | 5        | 6         | 7         |
|-------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| I     | Biweekly | 2355.37  | 2522.04  | 2656.52  | 2792.58  | 2939.04  |          |           |           |
|       | Annual   | 51818.14 | 55484.88 | 58443.44 | 61436.76 | 64658.88 |          |           |           |
| II    | Biweekly | 2789.34  | 2932.20  | 3086.00  | 3229.18  | 3398.09  | 3540.93  |           |           |
|       | Annual   | 61365.48 | 64508.40 | 67892.00 | 71041.96 | 74757.98 | 77900.46 |           |           |
| III   | Biweekly | 3071.84  | 3232.96  | 3382.94  | 3559.92  | 3709.54  | 3872.62  | 4011.63   |           |
|       | Annual   | 67580.48 | 71125.12 | 74424.68 | 78318.24 | 81609.88 | 85197.64 | 88255.86  |           |
| IV    | Biweekly | 3649.18  | 3799.81  | 3961.15  | 4113.95  | 4298.54  | 4448.92  | 4601.37   | 4795.21   |
|       | Annual   | 80281.96 | 83595.82 | 87145.30 | 90506.90 | 94567.88 | 97876.24 | 101230.14 | 105494.62 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

## STAFF ASSOCIATION PROFESSIONAL SUPPORT SALARY SCHEDULE

### 12 Month Employees

**Effective September 1, 2010**

**3.00% Increase**

| Grade |          | 0        | 1        | 2        | 3         | 4         | 5         | 6         | 7         |
|-------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|
| I     | Biweekly | 2252.86  | 2412.28  | 2540.91  | 2671.05   | 2811.14   |           |           |           |
|       | Annual   | 58574.36 | 62719.28 | 66063.66 | 69447.30  | 73089.64  |           |           |           |
| II    | Biweekly | 2667.95  | 2804.59  | 2951.70  | 3088.65   | 3250.21   | 3386.83   |           |           |
|       | Annual   | 69366.70 | 72919.34 | 76744.20 | 80304.90  | 84505.46  | 88057.58  |           |           |
| III   | Biweekly | 2938.16  | 3092.26  | 3235.72  | 3404.99   | 3548.10   | 3704.09   | 3837.05   |           |
|       | Annual   | 76392.16 | 80398.76 | 84128.72 | 88529.74  | 92250.60  | 96306.34  | 99763.30  |           |
| IV    | Biweekly | 3490.37  | 3634.44  | 3788.76  | 3934.91   | 4111.47   | 4255.30   | 4401.12   | 4586.52   |
|       | Annual   | 90749.62 | 94495.44 | 98507.76 | 102307.66 | 106898.22 | 110637.80 | 114429.12 | 119249.52 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

**Effective September 1, 2012**

**2.00% Increase**

| Grade |          | 0        | 1        | 2         | 3         | 4         | 5         | 6         | 7         |
|-------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| I     | Biweekly | 2297.92  | 2460.53  | 2591.73   | 2724.47   | 2867.36   |           |           |           |
|       | Annual   | 53745.92 | 63973.78 | 67384.98  | 70836.22  | 74551.36  |           |           |           |
| II    | Biweekly | 2721.31  | 2860.68  | 3010.73   | 3150.42   | 3315.21   | 3454.57   |           |           |
|       | Annual   | 70754.06 | 74377.68 | 78278.98  | 81910.92  | 86195.46  | 89818.82  |           |           |
| III   | Biweekly | 2996.92  | 3154.11  | 3300.43   | 3473.09   | 3619.06   | 3778.17   | 3913.79   |           |
|       | Annual   | 77919.92 | 82006.86 | 85811.18  | 90300.34  | 94095.56  | 98232.42  | 101758.54 |           |
| IV    | Biweekly | 3560.18  | 3707.13  | 3864.54   | 4013.61   | 4193.70   | 4340.41   | 4489.14   | 4678.25   |
|       | Annual   | 92564.68 | 96385.38 | 100478.04 | 104353.86 | 109036.20 | 112850.66 | 116717.64 | 121634.50 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

**Effective September 1, 2013**

**2.50% Increase**

| Grade |          | 0        | 1        | 2         | 3         | 4         | 5         | 6         | 7         |
|-------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| I     | Biweekly | 2355.37  | 2522.04  | 2656.52   | 2792.58   | 2939.04   |           |           |           |
|       | Annual   | 61239.62 | 65573.04 | 69069.52  | 72607.08  | 76415.04  |           |           |           |
| II    | Biweekly | 2789.34  | 2932.20  | 3086.00   | 3229.18   | 3398.09   | 3540.93   |           |           |
|       | Annual   | 72522.84 | 76237.20 | 80236.00  | 83958.68  | 88350.34  | 92064.18  |           |           |
| III   | Biweekly | 3071.84  | 3232.96  | 3382.94   | 3559.92   | 3709.54   | 3872.62   | 4011.63   |           |
|       | Annual   | 79867.84 | 84056.96 | 87956.44  | 92557.92  | 96448.04  | 100688.12 | 104302.38 |           |
| IV    | Biweekly | 3649.18  | 3799.81  | 3961.15   | 4113.95   | 4298.54   | 4448.92   | 4601.37   | 4795.21   |
|       | Annual   | 94878.68 | 98795.06 | 102989.90 | 106962.70 | 111762.04 | 115671.92 | 119635.62 | 124675.46 |

**Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.**

**APPENDIX “C”**  
**LETTERS OF UNDERSTANDING AND INTENT**  
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## LETTER OF UNDERSTANDING

### RE: APPLICATION OF CLAUSE 11.6 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 was accrued.
- It is understood that Winter and Spring break are by definition mutually agreeable times.

## LETTER OF UNDERSTANDING

### CLAUSE 8.8.1 - 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 8.8.1 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.

## LETTER OF UNDERSTANDING

### CLAUSE 8.8.2 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 8.8.2 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.



## 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 designate.
2. The Superintendent of **Human Resources**, or 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 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 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 designate, will assume responsibility for seeing that this occurs.

## LETTER OF UNDERSTANDING

### PROVISIONAL PSYCHOLOGISTS – TERMS AND CONDITIONS OF EMPLOYMENT

The Calgary Board of Education has agreed to supervise the clinical practice of Provisional Psychologists. In doing so, the Calgary Board of Education and the CBE Staff Association agree to the following terms and conditions of employment provisions for individuals employed as Provisional Psychologists.

- Provisional Psychologists will commence ten (10) months of work at the beginning of the traditional school year and shall conclude their work at the end of the traditional school year.
- Provisional Psychologists will be remunerated for no more or no less than 7 hours per day or 70 hours bi-weekly at **the Grade I, Step 0 bi-weekly rate for ten-month employees as per Appendix “B”**.
- Provisional Psychologists will receive six (6) percent vacation pay.
- Applicable union dues will be deducted from Provisional Psychologists’ pay.
- The Calgary Board of Education will contribute the employer’s portions of CPP and EI and will contribute WCB premiums.
- It is understood that employees are expected to participate in activities which are normal extensions of their professional responsibilities. It is also understood that some parameters are necessary in order to ensure both the quality of service delivery and a viable workload for employees. These parameters shall be determined collaboratively by employees and their supervisor. Where Provisional Psychologists participate in normal extensions of their professional responsibilities beyond seven (7) hours per day, additional pay / overtime pay or lieu time will not be provided.
- All other employment provisions, including seniority, of the Staff Association Professional Support Staff and Calgary Board of Education collective agreement shall not apply to Provisional Psychologists.

**LETTER OF UNDERSTANDING**  
**AREA LEADER AND TEAM LEADER**

**Allowance**

An employee appointed by the Board to the position of Team Leader or Area Leader shall receive the following annual allowance in addition to their bi-weekly pay for the duration of their appointment:

|                          | 10-month employee  | 12-month employee  |
|--------------------------|--------------------|--------------------|
| <b>September 1, 2010</b> | <b>\$ 5,032.56</b> | <b>\$ 5,971.94</b> |
| <b>January 1, 2012</b>   | <b>\$ 5,133.21</b> | <b>\$ 6,091.38</b> |
| <b>September 1, 2013</b> | <b>\$ 5,261.54</b> | <b>\$ 6,243.66</b> |

The annual allowance will not be prorated should the Team Leader or Area Leader work less than a full time equivalency.

**Term**

Team Leaders and Area Leaders are appointed on the basis of a three (3) year term appointment. **The Superintendent of Human Resources or their designate may renew the term of the appointment for additional periods of time, to a maximum of three (3) years per renewal.**

**Trial Period**

An employee appointed by the Board to the position of Team Leader or Area Leader will serve a six month trial period, as defined in Article 3.9.

**Reversion**

The Team Leader or Area Leader will revert to the position description of their profession within their work unit. For example, a REACH Psychologist Area Leader or Team Leader would revert to the REACH Psychology position description. Reversion will occur in the following circumstances:

- a) Conclusion of the term of appointment
- b) Team Leader or Area Leader position is eliminated
- c) Team Leader or Area Leader appointment is involuntarily removed (either during or after the trial period)

- d) During the first six months of the appointment, should the Team Leader or Area Leader voluntarily wish to end their Team Leader or Area Leader appointment, or
- e) After the first six months of their appointment if the Team Leader or Area Leader wishes to voluntarily revert into their previous position description, they may do so provided an employee is not required to be displaced.

Should a Team Leader or Area Leader be unable to be placed into a vacant position within their work unit or team and displacement of employees is required to accommodate the returning Team Leader or Area Leader, this will be done in accordance with Article 7 – LAY-OFF AND RECALL.

#### **Red Circling of Allowance**

Should a Team Leader or Area Leader's position be eliminated, their annual salary plus allowance will be "red-circled" until the end of the appointment or until the employee's salary and any applicable allowance for their current position exceeds the red-circled amount, whichever first occurs. Team Leaders or Area Leaders who revert to a ten (10) month position will continue to be paid on the twelve (12) month salary grid until the end of the appointment.

## LETTER OF UNDERSTANDING

### RETIRED EMPLOYEES' BENEFIT PACKAGE

The Calgary Board of Education Retired Employee's Benefit Package for all eligible employees covered by the Calgary Board of Education Staff Association Collective Agreement will continue to be available as outlined in this Letter of Understanding.

Employees who are members of Calgary Board of Education Staff Association who have reached fifty-five (55) years of age, but have not yet reached sixty-five years (65) years of age, and have at least ten (10) years of service with the Board, shall at the time of retirement, be provided with the option to participate in the Calgary Board of Education Retired Employees Benefit Package.

This package includes supplementary health care, dental care, dental coverage and the life insurance coverage until the employee reaches the age of sixty five (65) and may include, at the employee's option, a paid up life insurance policy issued following the employee's 65<sup>th</sup> birthday.

The cost sharing of the premiums for this package, at the time of the retirement until age sixty-five (65), for employees who retire on or after September 1, 2009 is as follows:

| Length of Service | % Paid by Board | % Paid by Retiree |
|-------------------|-----------------|-------------------|
| 10+ years         | 0%              | 100%              |

The provisions of this letter are intended to remain in force beyond the expiry date of the September 1, 2004 - August 31, 2007 Collective agreement between the Calgary Board of Education and the Calgary Board of Education Staff Association.

**Signed, Sealed and Delivered  
in the presence of**

**The Board of Trustees  
of the Calgary Board of Education**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Corporate Secretary**

\_\_\_\_\_  
**Date**

**The Calgary Board of Education  
Staff Association**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Date**