

**Terms of Settlement
Full Text
(MAIN Body Agreement)**

Language to be deleted is ~~crossed-out~~. New language is **bolded**.

ARTICLE 1 PURPOSE

- 1.2 The Board shall not refuse to employ or refuse to continue to employ any person, or discriminate against any person with regard to employment or any term or condition of employment because of the race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, nor by reason of the person's membership or activity in the union**

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

- 1.3 The Board and Union are committed to a culture of respect and trust amongst all employees and to a healthy, harassment-free work environment in which all people respect one another and work together.**

ARTICLE 2 DURATION AND TERM OF AGREEMENT

- 2.1 The term of this agreement shall be from the first day of September, ~~2010~~2014 until the thirty-first day of August, ~~2014~~ 2015 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~~ 2014.**

ARTICLE 3 DEFINITIONS

- 3.8 A "term specific" employee is one who is employed with a specified end date:**
- a) for a project or activity of more than four (4) months 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 for a period in excess of four (4) months.**

The first six (6) months of employment for term specific employees is a probationary period and employment may be terminated at Management's discretion anytime during the probationary period.

Notwithstanding this provision, in circumstances where the end date of the project or activity or the return date of the employee being replaced is earlier than expected, a term specific employee's employment may be terminated upon providing the employee with two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

Temporary Assignment for Continuous Employee

- 5.7 Where an employee holds a continuous position and works in a temporary assignment, the continuous position will be held for a period of twelve (12) continuous calendar months beginning from the first day of a temporary assignment. Thereafter the position will be posted and staffed in accordance with the applicable clauses in Articles 5 and 7. At the end of the temporary assignment, an employee who does not have a position to return to will be laid off and recalled in accordance with this Agreement, based on the employee's field of employment and weekly hours of work category prior to working in the temporary assignment.

ARTICLE 7 LAY-OFF AND RECALL

Weekly Hours of Work Category

- 7.2 The Board shall determine the weekly hours of work categories in consultation with the Association as conditions change and circumstances warrant. **Subject to such change, the current categories are as follows:**

Category 1 – 10 hours
Category 2 – 15 hours; 17.5 hours; or 20 hours
Category 3 – 25 hours or 30 hours
Category 4 – 35 hours

- 7.3 For the purposes of this Article, seniority shall be that established in ~~Article 23~~ **Article 22** of this Agreement.
- 7.7.1 Employees laid off in accordance with 7.5.2 shall retain recall rights for a period of one year from the date of actual layoff, **except in circumstances where there is mutual agreement between the Board, the Association and the employee to reduce the recall period.**

Letter of Understanding (to be included in APPENDIX "C")

The Board and Association will undertake and complete a joint feasibility study related to Article 7, Layoff and Recall by January 1, 2016. Where changes are required in Article 7, Layoff and Recall, the parties agree to undertake and complete negotiations by March 1, 2016.

ARTICLE 11 HOURS OF WORK

Ten Month Employees

- 11.1.1 For ten-month employees the normal scheduled working hours shall be **up to** seven (7) hours per day, for five (5) consecutive days per week.
- 11.1.2 For ten-month employees working in modified calendar or year round schools, the normal scheduled working hours shall be up to a maximum of eight (8) hours per day, for five (5) consecutive days per week.
- ~~11.1.3 The daily hours for ten-month employees shall be from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m., unless otherwise designated, provided, however, that any designated variations will not be greater than one (1) hour.~~
- ~~11.1.4~~ **11.1.3** Unless designated otherwise, a ten-month employee shall commence employment on the first day of the school year, shall commence leave of absence, without pay, at the end of the last applicable working day of the school year, and shall be on leave of absence without pay when schools are not in session during Winter and Spring Breaks.
- ~~11.1.5~~ **11.1.4** Ten-month employees required to work during the period of leave of absence, referred to in Clause **11.1.3** ~~11.1.4~~, shall be entitled to be paid at their ~~normal~~ **regular** rate of pay.

Twelve Month Employees

- 11.2.1 For twelve-month continuous employees the normal working hours shall be **up to** seven and one-quarter (7 ¼) hours per day. For those positions designated by Human Resources, the normal working hours shall be **up to** eight and one-quarter (8¼) hours per day, for five (5) consecutive days per week.
- ~~11.2.2 The daily hours for twelve-month employees shall be from 8:15 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m., unless otherwise designated,~~

~~provided, however, that any designated variations will not be greater than one (1) hour.~~

~~11.2.3~~ **11.2.2** In the period commencing with the first Monday in June and ending the last week of summer break, the normal working hours shall be those as specified in Clause 11.2.1 above, except during the weeks when one of the eight (8) days off are taken. During these weeks, the normal working hours will be in effect for 4 days during the week Monday through Friday. Generally the days off referred to in this Clause are either Monday or Friday.

~~11.2.4~~ **11.2.3** The provisions of Clause **11.2.2** ~~11.2.3~~ shall not apply if, in the view of Management, staff are required for the efficient operation of the school(s)/department(s) concerned. When a day(s) off schedule is changed, an alternate schedule outlining the equivalent number of day(s) off **shall be established.** ~~should be provided to the employee(s) affected.~~ **Management shall provide the employee(s) affected with two (2) weeks notice in writing of such change.**

~~11.2.5~~ **11.2.4** **The normal working hours under Clause 11.2.1 include fifteen (15) extra minutes per day in lieu of the eight (8) additional days off during the months of June, July and August.**

The provisions of **this** Clause ~~11.2.1 and 11.2.3~~ which allow for eight (8) days off for twelve month employees, are not intended to create additional accounting.

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

- newly hired twelve-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.

Breaks from Work

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

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

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

Employees who work more than five (5) hours in one (1) day are entitled to two (2) paid fifteen (15) minute breaks from work **and one (1) unpaid meal break from work of between thirty (30) and sixty (60) minutes. The meal break shall be scheduled as near mid-shift as possible.**

Daily Work Schedule ~~Shift Work~~

~~11.4 Employees who are assigned non-standard hours for five (5) or more days shall receive an additional allowance as follows:~~

- ~~• seven (7%) percent above their regular rate if assigned to a shift which commences between 6:00 a.m. and 7:14 a.m. or between 1:00 p.m. and 10:59 p.m.~~
- ~~• ten (10%) percent above their regular rate, if assigned to a shift which commences between 11:00 p.m. and 5:59 a.m.~~

~~Shift premiums shall be paid only for shifts actually worked.~~

11.4.1 Daily hours for employees shall be consecutive and shall normally be scheduled between the hours of 7:00 a.m. and 6:00 p.m. The parties acknowledge that program and operational needs may require schools and other work sites to establish alternative operational hours, within which employees' daily hours may be scheduled subject to 11.4.2 and 11.4.4.

~~11.4.2 Employees who are assigned non-standard hours for five (5) or more days shall receive **a premium of** an additional allowance ten (10%) per cent above their regular rate, if assigned to a shift which commences **or ends between 6:01 p.m. and 6:59 a.m.** Shift premiums shall be paid only for shifts actually worked.~~

11.4.3 As of the date of ratification of this agreement, employees who no longer qualify for a premium under 11.4.2 shall continue to receive

their previous premium rate of seven (7%) percent until the employee's shift hours change to qualify for the new premium in 11.4.2 or the employee changes to a new position that is scheduled in accordance with the daily hours of work specified in 11.4.1.

~~11.5~~ 11.4.4 Where shift work or a change of shifts becomes essential, Management shall establish the shift schedules following consultation with the employees concerned.

Minimum Hours of Work

11.5.1 Lunch Supervisor, Breakfast Supervisor and Lead Lunch Supervisor continuous positions shall be a minimum of ten (10) hours per week and not less than two (2) hours per day.

11.5.2 All other continuous positions shall be a minimum of fifteen (15) hours per week and not less than three (3) hours per day.

11.5.3 Employees who are assigned three (3) hours per day shall be scheduled to work in either the morning, in which case their shift shall end not later than 12:00 p.m., or the afternoon, in which case their shift shall commence not earlier than 1:00 p.m., except in the following circumstances:

- Mutual agreement;
- Operational hours requirement;
- Individual student need; or
- School Assistants performing lunchroom supervision.

~~11.6~~ Where a change of hours (reduction or increase) is required, or a change of hours results in a split shift, Management shall provide the employee with two (2) weeks notice in writing of such change or two (2) weeks' pay in lieu of notice.

Adjustment of Weekly Hours

11.6.1 When hours must be adjusted within a particular school, service unit, department or work unit, the determination of which employee's hours are to be adjusted shall be based on firstly, Field of Employment, secondly, operational need and thirdly, seniority.

11.6.2 When seniority is the determining factor in 11.6.1, the proposed adjustment in hours will be offered to those employees remaining under consideration. These employees will have forty-eight (48) hours to respond.

- i. **If more than one employee accepts the proposed adjustment, the most senior employee will receive the adjusted hours.**
- ii. **If no employee accepts the proposed adjustment, it will be applied to the employee with the least seniority.**

11.6.3 Except in the case of 11.6.2 (i) employees to whom the adjustment applies shall be given a minimum of forty-eight (48) hours to accept or decline the proposed adjustment.

11.6.4 Where an employee to whom the adjustment applies declines a proposed adjustment in hours, they shall be identified for transfer in accordance with Article 7 and the vacant position shall be addressed in accordance with this Agreement.

11.6.5 The effective date of an adjustment in hours shall be a minimum of three (3) weeks from the employee's acceptance of the adjustment. An employee and their supervisor may agree to an earlier effective date.

Alternate Work Patterns

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

ARTICLE 15 SICK LEAVE WITH PAY

15.3 **Ten month** employees shall accumulate their unused sick leave to a maximum of two hundred (200) days (based on their weekly hours of work) and in accordance with Article 11. **Twelve month employees shall accumulate their unused sick leave to a maximum of two hundred and forty (240) days (based on their weekly hours of work) and in accordance with Article 11. Except as provided for in 15.8, unused accrued sick leave will not be paid out.**

~~15.6 Employees who are quarantined by Public Health Authorities shall be eligible for sick leave with pay during the quarantine period.~~

(see replacement clause 19.15)

ARTICLE 18 PROFESSIONAL IMPROVEMENT FELLOWSHIP LEAVE

18.9 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. If the employee resigns or retires prior to the agreed length of ~~time-service~~ following the leave of absence, the employee will repay the Board a **percentage of the total value of the Professional Improvement Fellowship provided in clause 18.8 equal to the percentage of time remaining in the term of required service.** ~~the full amount of the Fellowship.~~ In the event that an employee does not pursue the academic studies, skills attainment, training or research initially approved for the Fellowship and fails to obtain approval for any change(s) thereto, the employee may be required to reimburse the Board for the amount of the Professional Improvement Fellowship received.

ARTICLE 19 LEAVES OF ABSENCE

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. **This leave will normally not be granted within two (2) weeks of the start-up and closing of the school year unless otherwise approved by the supervisor.**

Personal Leave

19.9 An employee shall be granted personal leave not to exceed a total of five (5) days from July 1st to June 30th.

Employees shall provide their supervisor as much notice as possible of their intention to take personal leave. Such notice will not be less than two (2) days, unless emergent circumstances prevent advance notice. Employees and their supervisor will discuss the timing of the leave and, whenever possible, the leave will be scheduled at a time that meets both ~~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.~~

The first day of personal leave shall be paid at full pay and the remaining four days shall be paid at the rate of one-half (1/2) of the employee's regular rate of pay.

~~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.~~

~~Overtime does not apply to time made up pursuant to (b). Where time is to be made up for personal leave, such time must be worked prior to June 15th. Any time that has not been made up as of June 15th will be deducted at the rate of one half of the employee's regular rate of pay for that time.~~

19.15 Employees who are quarantined by order of the Medical Officer of Health for the City or by a Provincial authority, shall be granted leave with pay from scheduled employment if the absences for quarantine are certified by the qualified Medical Officer

20.7 Health Spending Account

20.7.1 Effective January 1 of each year, the Board will contribute an annual amount of ~~\$750~~ **\$800** to a Health Spending Account for eligible full-time continuous employees covered by this agreement. Eligible employees will be continuous 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.

A continuous 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 \$733	February 1 st
February	\$625 \$667	March 1 st
March	\$563 \$600	April 1 st
April	\$500 \$533	May 1 st
May	\$438 \$467	June 1 st
June	\$375 \$400	July 1 st
July	\$313 \$333	August 1 st
August	\$250 \$267	September 1 st
September	\$188 \$200	October 1 st
October	\$125 \$133	November 1 st
November	\$63 \$67	December 1 st
December	\$750 \$800	January 1 st

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 (15th) 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 a continuous **or term specific** 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.

Add clause number 25.1 to the list of applicable clauses in Letter of Understanding – Working Conditions for Term Specific Employees

ARTICLE 29 STAFF DEVELOPMENT FUND

- 29.4 It is the responsibility of the Staff Association Chair, or ~~delegated authority~~ **designate**, to rule on each application and inform the applicant of the decision. The decision of the Chair or ~~delegated authority~~ **designate**, shall be final.
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ARTICLE 30 MANAGEMENT RIGHTS

- 30.3.1 **An employee shall be notified of the nature of allegations made against them and of their right to Association representation prior to any investigatory meeting at which a Human resources representative is to be present.**

An employee who is to be disciplined must be notified by the Board of their right to Association representation before such disciplinary action takes place. The Association shall receive a copy of the discharge or discipline of any employee under the provisions of this article.

Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there have been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.

- 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.

30.3.3 Letters of Expectation are intended to be non-disciplinary and will be removed from the personnel file after three (3) years provided that, during this period, no further Letters of Expectation relating to the same subject matter have been sent to the personnel file or any disciplinary action has occurred.

30.3.3 4 It shall be a shared responsibility between the Board, the Association and the employee to ensure that the **Letter of Expectation**, 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.

APPENDIX A

Include all Fields of Employments;

Include Schedule of Position Classifications (updated);

Include the statement that:

“ all Fields of Employment and the Schedule of Position Classifications are current on the date of signing this agreement and are subject to change by agreement of the parties”.

APPENDIX “B”

**September
1, 2014**

Grade		1	2	3	4	5	6	7	8	9
A	Hourly	17.02	17.60	18.37	19.17	19.76	20.54	21.32		
	Biweekly	1191.49	1231.71	1285.58	1341.60	1383.25	1437.84	1492.42		
B	Hourly	19.17	19.76	20.54	21.32	22.07	22.86	23.62		
	Biweekly	1341.60	1383.25	1437.84	1492.42	1544.85	1600.15	1653.30		
C	Hourly	21.32	22.07	22.86	23.62	24.58	25.54	26.51	27.49	28.43
	Biweekly	1492.42	1544.85	1600.15	1653.30	1720.81	1787.60	1855.83	1924.06	1990.13
D	Hourly	23.62	24.58	25.54	26.51	27.49	28.43	29.20	29.99	30.96
	Biweekly	1653.30	1720.81	1787.60	1855.83	1924.06	1990.13	2044.00	2099.30	2167.53
E	Hourly	26.51	27.49	28.43	29.20	29.99	30.96	32.12	33.28	34.64
	Biweekly	1855.83	1924.06	1990.13	2044.00	2099.30	2167.53	2248.68	2329.84	2424.64
F	Hourly	29.20	29.99	30.96	32.12	33.28	34.64	35.79	36.96	38.32
	Biweekly	2044.00	2099.30	2167.53	2248.68	2329.84	2424.64	2505.08	2586.96	2682.48
G	Hourly	34.64	35.79	36.96	38.32	39.48	40.64	41.81	42.97	43.90
	Biweekly	2424.64	2505.08	2586.96	2682.48	2763.63	2844.79	2926.67	3007.82	3073.18
H	Hourly	39.48	40.64	41.81	42.97	43.90	45.29	46.45	47.60	48.82
	Biweekly	2763.63	2844.79	2926.67	3007.82	3073.18	3170.13	3251.29	3331.73	3417.20
I	Hourly	43.90	45.29	46.45	47.60	48.82	50.04	51.30	52.84	54.17
	Biweekly	3073.18	3170.13	3251.29	3331.73	3417.20	3502.66	3591.00	3698.73	3792.10
J	Hourly	48.82	50.04	51.30	52.84	54.17	55.55	56.95	58.63	60.10
	Biweekly	3417.20	3502.66	3591.00	3698.73	3792.10	3888.33	3986.73	4103.79	4207.22
K	Hourly	52.84	54.17	55.55	56.95	58.63	60.10	61.63	63.19	65.09
	Biweekly	3698.73	3792.10	3888.33	3986.73	4103.79	4207.22	4314.23	4423.39	4556.26

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

**Instructors in Continuing Education
(Hourly Rate)**

All provisions which apply to Continuing Education Instructors, shall be under this section of Appendix "B" and no other provision of this agreement shall apply to Continuing Education Instructors.

Description of Wage Progression By Hours of Instruction	Hourly Rate Instructors, General Continuing Education Effective Sept. 1, 2013 Sept. 1, 2014	Hourly Rate Instructors, English Language Learning (ESL) Effective Sept 1, 2013
First 40 Hours of Instruction	35.59 36.52	57.50
After 40 Hours of Instruction	39.04 40.06	60.91
After 80 Hours of Instruction	42.45 43.55	64.30
After 120 Hours of Instruction	47.00 48.22	67.70
After 160 Hours of Instruction	51.51 52.85	71.09

- a) Preparation time is included within the hourly rate of pay.
- b) All Continuing Education Instructors shall be entitled to 6% vacation pay, to be paid on each payday.
- ~~c) When the Board offers Instructions, ELL the opportunity to complete non-instructional duties and the Instructor, ELL accepts, they shall be paid one-half (1/2) of the applicable hourly rate.~~
- ~~d) c) Normally a newly hired Instructor in Continuing Education shall be paid at the lowest hourly rate. Where it is necessary to pay a new Continuing Education Instructor at a rate higher than the minimum, the Superintendent of Human Resources or designate will determine the applicable salary placement. Instructors, ELL who were paid Alberta Teachers' Association rates prior to September 1, 2011 shall be paid at the maximum hourly rate regardless of their cumulative hours of instruction.~~
- e) **d) Continuing Education Instructors, as a condition of employment, shall be subject to deduction of dues as set forth from time to time by the Association. The Board agrees to deduct such dues monthly from the salary of Continuing Education Instructors and submit such dues to the Association by the fifteenth (15th) of the month following the collection of the dues.**

Language Interpreter

All provisions which apply to Language Interpreters shall be under this section of Appendix "B" and no other provision of this agreement shall apply.

Hourly Rate

September 1, 2010	\$ 26.33
September 1, 2012	\$ 26.86
September 1, 2013 2014	\$ 27.53 28.25

Language Interpreters will be paid a minimum of two (2) hours per independent site visit or actual appointment time, whichever is greater. Phone calls and emails to clients and school personnel related to the site visit or appointment will be considered part of the two hour paid minimum. Payment of mileage will be paid as per Administrative Regulation 2053.

Other requests, such as phone calls not related to a site visit or appointment (e.g. school needs to inform parent of requirements for a field trip) will be compensated at a minimum of fifteen (15) minutes per request or the actual phone call time or per section 11 of the *Employment Standards Regulation* (currently \$28.20), whichever is greater.

Overtime for employees with another CBE position will be paid in accordance with the *Employment Standards Code*.

Forty-eight (48) hours' notice will be provided for cancellation of a site visit. If cancellation notice is provided in less than 48 hours, the employee will be paid the 2 hour minimum. This practice will be evaluated in June 2012 to determine if adjustments are required.

APPENDIX "C"

LETTER OF UNDERSTANDING

WORKING CONDITIONS FOR INSTRUCTORS, ENGLISH LANGUAGE LEARNING (ELL)

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

1. General

The following articles and clauses of the collective agreement

apply to Instructors, ELL:

1	Purpose
2	Duration and Term of Agreement
4	Recognition and Application
23	Grievance Procedure
24	Deduction of Dues
30	Management Rights

- a) Preparation time is included within the hourly rate of pay.
- b) All ~~Continuing Education Instructors~~ **Instructors, ELL** shall be entitled to 6% vacation pay, to be paid on each payday.
- c) When the Board offers Instructors, ELL the opportunity to complete non-instructional duties and the Instructor, ELL accepts, they shall be paid one-half (1/2) of the applicable hourly rate.
- d) Normally a newly hired ~~Instructor in Continuing Education~~ **Instructor, ELL** shall be paid at the lowest hourly rate. Where it is necessary to pay a new ~~Continuing Education Instructor~~ **Instructor, ELL** at a rate higher than the minimum, the Superintendent of Human Resources or designate will determine the applicable salary placement. Instructors, ELL who were paid Alberta Teachers' Association rates prior to September 1, 2011 shall be paid at the maximum hourly rate regardless of their cumulative hours of instruction.
- e) ~~Continuing Education Instructors, as a condition of employment, shall be subject to deduction of dues as set forth from time to time by the Association. The Board agrees to deduct such dues monthly from the salary of Continuing Education Instructors and submit such dues to the Association by the fifteenth (15th) of the month following the collection of the dues~~

Description of Wage Progression By Hours of Instruction	Hourly Rate Instructors, English Language Learning (ELL) Effective Sept. 1, 2013 Sept. 1, 2014
First 40 Hours of Instruction	57.50 59.00
After 40 Hours of Instruction	60.91 62.49
After 80 Hours of Instruction	64.30 65.97
After 120 Hours of Instruction	67.70 69.46
After 160 Hours of Instruction	71.09 72.94

~~LETTER OF UNDERSTANDING~~

~~CLAUSE 11.7 - COMPUTER OPERATORS SHIFTS INFORMATION TECHNOLOGY SERVICES~~

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING

ARTICLE 11 - CLAUSE 11.7 - SECURITY/ENERGY OPERATORS

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

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

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

- Scheduling of overtime and relief coverage must utilize relief operator(s) as much as possible at straight time.
- An additional ~~five percent (5%)~~ **eight percent (8%)** above the operators regular rate shall be paid for all hours worked. This allowance represents compensation for shift differential, lunch and work breaks for evening, statutory holidays, weekend shifts and when the employee does not get a paid day for attending Staff Association Convention.

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

LETTER OF UNDERSTANDING

STUDENT PAGES

The Calgary Board of Education and the CBE Staff Association agree to the following terms and conditions of employment provisions for student pages:

1. Position Description #2998 has been developed for Student Pages pursuant to Clause 8.14.1.
2. ~~Effective September 1, 2010, the salary rate for Student Pages will be \$10.84 per hour.~~

~~Effective September 1, 2012, the salary rate for Student Pages will be \$11.06 per hour.~~

Effective September 1, 2013 **2014**, the salary rate for Student Pages will be ~~\$11.34~~ **\$11.63** per hour.

Student Pages shall be entitled to 6% vacation pay and 4.4% general holiday pay, to be paid on each payday.

3. Only the following Articles and Clauses of the Collective Agreement shall apply to Student Pages, as well as specific sections from the Letter of Understanding re Working Conditions for Casual Employees, as specified in this Letter of Understanding.

1	Purpose
2	Duration and Term of Agreement
4	Recognition and Application
8.14.1	Job Classification
23	Grievance Procedure
24	Deduction of Dues
26	Protective Clothing
30	Management Rights
31	Workplace Relationship Committee

4. The Calgary Board of Education will contribute the employer's portions of CPP and EI and will contribute WCB premiums.
5. Student Pages will complete and submit casual timesheets every two weeks in order to receive pay.
6. Payment of Salary shall be in accordance with the Letter of Understanding re Working Conditions for Casual Employees.

1. The Staff Association will support the required renewals of the scheme of employment applications made by the Calgary Board of Education to Alberta Employment and Immigration to enable the Calgary Board of Education to pay Student Pages a minimum of two (2) hours pay at not less than minimum wage for each work day, even if the Student Pages are employed for less than 2 hours on a work day. If the students are employed for more than 2 hours, the CBE will pay the Student Pages for hours actually worked. The parties agree to copy each other on all correspondence with Alberta Employment and Immigration with respect to the proposed scheme of employment.

Student Pages must be a minimum of 15 years of age.

Student Pages may be employed during normal school hours, as long as such employment does not conflict with the student's academic schedule or interfere with the student's academic achievement.

LETTER OF UNDERSTANDING

CTS BRIDGE TO TEACHER CERTIFICATION PROGRAM

~~The Calgary Board of Education is offering an opportunity to participate in CTS Bridge to Teacher Certification Program, which involves participants taking university courses at the University of Alberta in Edmonton and a supervised practicum in Calgary (May 2011— May or August 2012). Funding is provided by Alberta Education and sponsored by Calgary Board of Education and the University of Alberta. Following successful completion of the program participants receive provisional certification from Alberta Education and a paid opportunity to teach with the Calgary Board of Education in their trade area (September 2012— June 2013).~~

~~This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to employee participation.~~

- ~~• Continuous employees of the Board may be granted a leave of absence without pay for the purpose of participating in the CTS Bridge to Teacher Certification Program from September 1, 2011 to August 31, 2012. Participants will be provided a scholarship of \$50,000 which is to be paid in instalments between September 1, 2011 and June 30, 2012.~~
- ~~• The employee's position will be held for a maximum of twelve (12) continuous months while the employee is on leave to participate in the program. The employee's position may be temporarily filled by an employee without posting requirements.~~

~~If for any reason the employee or the Board wishes to terminate participation during the program, the employee shall return to their former position. If the employee's position has been eliminated the employee shall be identified for transfer and placement as per the *Layoff and Recall* provisions in Article 7.~~