



**Calgary Board
of Education**

Agreement

Calgary Board of Education

and

**Calgary Board of Education
Staff Association**

September 1, 2015

to

August 31, 2017



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THIS AGREEMENT made this **28th** day of **June, 2016**

BETWEEN:

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

OF THE FIRST PART

and

THE CALGARY BOARD OF EDUCATION STAFF ASSOCIATION
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.

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 **2015** until the thirty-first day of August **2017** 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 1, 2015.

- 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 "Weekly Hours of Work" is defined as the allocated regular work hours in a week to a maximum of thirty-five (35) hours.
- 3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 A "casual" employee is one who is:

- a) employed on a day-to-day basis; or
- b) regularly scheduled for a period of four (4) months or less for a specific assignment.

If an employee's regularly scheduled specific assignment extends beyond four (4) months, then the employee will be a term specific employee from the commencement of the extension until the new specified end date.

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

3.10 "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.

3.11 "Trial period" is a six (6) month review period served by a continuous employee who changes to a different field of employment 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 employees whose bargaining rights are included under Certificate No. 524-92. It shall not cover positions listed as excluded in the Certificate, 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 **employees** 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 Postings

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, weekly hours of work,

10 month or 12 month, and hourly rate. 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) Grade A positions less than 15 hours per week
- b) vacancies filled pursuant to the provisions of Clause 30.2 (administrative transfers)
- c) when staff are pending recall pursuant to Clauses 7.7.1 through 7.7.3 (Recall Procedures)

5.2.2 A continuous position which is temporarily vacant and is occupied by a term specific or casual employee 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 field of employment by means of placement or a posted vacancy or whose position is reclassified to a higher grade shall have a trial period of six (6) months (as per Clause 3.11). 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 transfer and 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 31st 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 15th each year. The established criteria will be communicated to the Staff Association by December 31st 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 hours per week prior to the job share and will be considered separately for transfer, layoff, and recall in accordance with Article 7.

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.

Position Descriptions

5.8.1 All Board positions shall have a Position Description that outlines employee responsibilities. Duties assigned to employees shall be consistent with the parameters set out in the applicable Position Description.

ARTICLE 6 TERMINATION

6.1 Employees shall give the Board at least two (2) weeks' notice should they decide to terminate employment.

6.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.5, 3.8, 3.9 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;
- 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 weekly hours of work of continuous employees.

ARTICLE 7 LAY-OFF AND RECALL

Field of Employment

7.1 The Board shall determine the fields of employment in consultation with the Association. The fields of employment are to be reviewed jointly by the parties, and amended if necessary, on an annual basis, within the first two weeks of March.

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

Seniority

7.3 For the purposes of this Article, seniority shall be that established in Article 22 of this Agreement.

Identification for Transfer

7.4 When positions become redundant, or a staff reduction or displacements within a particular school, service unit, department or work unit are necessary, continuous employees shall be retained on the basis of firstly, their field of employment; and secondly, their seniority.

Transfer

7.5.1 Employees who are identified for transfer from a school, service unit, department, or work unit, shall be placed in a transfer pool. Employees in the transfer pool shall be offered placement on the basis of firstly, their field of employment; secondly, their weekly hours of work category; and thirdly, their seniority.

Employees declining placement for the first time will:

- a) move to the bottom of the placement list;
- b) not be eligible to exercise displacement rights; and
- c) not be considered for placement outside of their field of employment and weekly hours of work category.

Employees declining placement for the second time:

- a) will not be eligible for recall; and
- b) shall retain layoff status and may apply for posted positions as a continuous employee for one year from the date of layoff.

Where an employee has been identified for transfer and is not subsequently placed, a notice of layoff shall be issued in accordance with Clause 7.5.2.

7.5.2 The Board shall endeavour to provide four (4) weeks' notice in writing to continuous employees laid off pending recall. However, in any event, continuous employees laid off pending recall shall be given three (3) weeks' notice in writing or three (3) weeks' pay in lieu of notice. The employee who is laid off shall submit their present address and telephone number to Human Resources.

Displacement

7.6.1 An employee who has more than one (1) year continuous service with the Board who has received layoff notice may displace another employee in the same field of employment and the same weekly hours of work category as of the effective date of layoff. Displacement rights must be exercised by the employee prior to the effective date of their layoff.

7.6.2 Where the employee could displace more than one employee, the employee to be displaced shall be the one possessing the least seniority.

Layoff and Recall Procedures

7.7.1 Employees laid off in accordance with Clauses 7.5.2, shall retain recall rights for a period of one (1) year from the date of actual lay-off except in circumstances where there is mutual agreement between the Board, the Association and the employee to reduce the recall period.

7.7.2 Employees shall be recalled on the basis of firstly, their field of employment; secondly, their weekly hours of work category; and thirdly, their seniority.

7.7.3 Employees declining placement for the first time will:

- a) move to the bottom of the placement list;
- b) not be considered for placement outside of their field of employment and weekly hours of work category.

Employees declining placement for the second time, either once during transfer and once during recall or twice during recall:

- a) will not be eligible for recall; and
- b) shall retain layoff status and may apply for posted positions as a continuous employee for one year from the date of layoff.

General

7.8.1 The Board will attempt to notify employees being offered placement for the first time, whether during transfer or recall, by phone and by email to the employee's CBE account. Where an employee does not respond within seventy-two (72) hours of an email to their CBE account, the employee shall be deemed to have declined the offer.

7.8.2 The Board will attempt to notify employees being offered placement for the second time, whether during transfer or recall, by phone and registered delivery to the employee's last known address on file (a copy of such notice shall be sent to the Association). The employee shall notify the Board of their intent within seven (7) calendar days from the date of receipt of the notice as determined by the records of registration. An employee who does not notify the Board within the aforementioned time frame shall be deemed to have terminated their employment with the Board.

7.8.3 Employees shall be given consideration for placement in positions outside of their fields of employment and weekly hours of work category, provided such employees, are in the opinion of the Board, qualified for those positions.

7.8.4 For the purpose of Clause 7.4, if two or more employees possess equal seniority and share the same field of employment then the employee with the highest number of hours worked with the Calgary Board of Education prior to being hired into a continuous position shall be retained. Should a tie still exist, the employees to be retained shall be determined by the drawing of lots.

For the purpose of Clauses 7.5.1, 7.6.2 and 7.7.2, if two or more employees possess equal seniority and share the same field of employment and weekly hours of work category, then the employees with the highest number of

hours worked with the Calgary Board of Education prior to being hired into a continuous position shall be retained. Should a tie still exist, the employees to be retained shall be determined by the drawing of lots.

ARTICLE 8 SALARY ADMINISTRATION

Pay Day

- 8.1 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 appropriate 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.

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 Normally a new employee shall be paid the minimum rate for the position. Where it is necessary to pay a new employee at a rate higher than the minimum, the Superintendent of Human Resources, or designate, will determine the applicable salary placement.
- 8.5 Rates other than those listed in Appendix "B" may be established only by mutual agreement of both parties.

Increments

- 8.6 An employee serving a probationary period or a trial period as a result of a promotion, shall be granted a salary increment upon successful completion of the probationary or trial period.
- 8.7 No change shall occur in the salary of a continuous employee who transfers to a position in the same salary grade.
- 8.8 A continuous employee who is promoted, or whose position is reclassified to a higher salary grade and who has successfully completed the trial period, shall be entitled to an increment.

8.9 A continuous employee who transfers to a position in a lower salary grade shall be paid at the same hourly rate in the lower salary grade. Where the same hourly rate does not exist, the employee shall be paid the highest rate in the lower salary grade that is not more than the employee's current rate.

8.10 Subsequent increments, within the range, for a continuous employee who has successfully completed a probationary and/or trial period shall be effective January 1, and July 1, unless otherwise provided in Appendix "B". Where performance is deemed by Management to be less than satisfactory, 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.

8.11 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. If the reclassification, or promotion, occurs within the two (2) months prior to January or July, that increment shall be considered as earned, and thereby form part of the employee's present rate.

8.12 A continuous employee who takes an additional continuous or temporary position in the same salary grade shall be paid at the same step in the salary grade.

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

Acting Assignment

8.13 Where an employee is requested to temporarily assume a position of greater responsibility covered by the terms of the Collective Agreement for a period in excess of two (2) consecutive working days, the employee shall be paid in the range of the higher grade on the basis of the procedures set forth in Clause 8.11. This adjustment shall be retroactive to the first day of assignment. The immediate supervisor will inform Human Resources, in writing, as to the effective date of assignment.

Job Classification

- 8.14.1 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 8.14.1 - Job Evaluation” in Appendix “C” of this Agreement.
- 8.14.2 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 8.14.2 – Salary Grades” in Appendix “C” of this Agreement.
- 8.14.3 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.
- 8.14.4 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 15th by way of separate cheque/deposit.

ARTICLE 10 STAFF ASSOCIATION CONVENTION

- 10.1 Continuous **and term-specific** employees will be allowed **two (2) days**, with pay, to attend the annual Staff Association Convention **unless operational/work requirements prevent the absence from work of an employee for both days, in which case the employee will be allowed at least one (1) day, with pay, to attend..** 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

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 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.
- 11.1.4 Ten-month employees required to work during the period of leave of absence, referred to in Clause 11.1.3, shall be entitled to be paid at their 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 (8 ¼) hours per day, for five (5) consecutive days per week.

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.

11.2.3 The provisions of Clause 11.2.2 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. Management shall provide the employee(s) affected with two (2) weeks' notice in writing of such change.

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 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

- 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 shall receive a premium of 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.
- 11.4.4 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 **and** Breakfast Supervisor **continuous positions shall be ten (10) hours per week and not less than two (2) hours per day.** 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.

11.5.4 The daily minimum hours under 11.5.1 and 11.5.2 apply to all (continuous, term specific and casual) employees.

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 12 OVERTIME

- 12.1 Any continuous employee who works up to the number of hours in a day of a full time employee at their work location (normally 7 hours) will be paid at straight time. After this, the employee will be paid overtime at a rate of one and one-half (1 ½) times for the first two (2) hours and double time thereafter.
- 12.2 Overtime will be paid for any hours worked on Saturday, Sunday and general holidays. The first two (2) hours worked on the weekend will be paid at one and one-half (1-1/2) times and all subsequent hours will be paid at two (2) times. All hours worked on a general holiday will be paid at two (2) times.
- 12.3 An employee called out to perform work following the completion of their normal work day or shift, shall be paid a minimum of two (2) hours pay at two (2) times the employee's regular rate of pay.
- 12.4 All overtime shall require approval from the applicable Superintendent, Director, Manager, Principal, or other designated official, before commencement.
- 12.5.1 Where there is mutual agreement between the employee and the Supervisor, overtime may be taken as time off in lieu. All overtime (time off or pay) shall be allocated as per the provision of Article 12.
- 12.5.2 Notwithstanding Clause 12.5.1, those employees who have overtime hours owing to them at the end of any school year, must receive payment for such overtime on the last regular pay of that school year.
- 12.6 Prior to or at the commencement of each work/school year, the supervisor of a work unit, or the principal of a school, will meet with employees covered by this Agreement who may be expected to work overtime during the year.

Participants will:

- a) identify the extent to which overtime can be anticipated;
- b) clarify the process for approving overtime as per Clause 12.4;
- c) establish the terms for compensating employees required to work overtime as per Clause 12.5.1;

- d) be provided with written confirmation of decisions reached regarding overtime.

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

- 13.2.2 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 periods. 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 8:15 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-quarter (1 ¼) 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	15 working days annual vacation
After five (5) years	20 working days annual vacation
After sixteen (16) years	25 working days annual vacation
After twenty-five (25) years	30 working days annual vacation

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

First five (5) years of service	six percent (6%)
After five (5) years of service	eight percent (8%)
After sixteen (16) years of service	ten percent (10%)
After twenty-five (25) years of service	twelve percent (12%)

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 fifteen (15) 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 Continuous and term specific employees shall earn sick leave with pay at the rate of one day per pay period (based on their weekly hours of work) 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) week or less.

- 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.
- 15.4 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 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 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.

- 15.7 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 where the employee does not participate in either the group life insurance or the Local Authorities Pension Plan, to the estate of the employee.
- 15.8.1 A continuous employee may be granted a general health leave, without pay, for a period of one (1) year. A medical certificate may be requested by the Board in support of an application for, or return from, a leave of this nature.

Where an employee is absent from their position as a result of health related reasons (with or without pay), their position will be held for a period of twelve continuous calendar months beginning from the first day of the employee's

absence. Thereafter, the position will be posted and staffed in accordance with applicable Clauses in Articles 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.

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

15.10 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)

15.11 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.

15.12 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, continuous or term specific employees 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 16.2, 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 service of the “near relative”, as defined in clause 16.2, 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 Fellowship 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 employee’s 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

Leave, 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 **up to two (2) weeks of adoption leave with pay** commencing on the date the child is placed with the employee for the purpose of adoption. **In addition, the employee** shall be entitled to adoption leave without pay for a period of up to six (6) months.
- 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.

7.3 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 Leave, 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 Leave, Leaves of Absence or any combination of these leaves.

18.2 Professional Improvement Fellowships may be granted for the pursuit of university or other formal academic studies. A Professional Improvement Fellowship is defined as a leave from regularly assigned duties for the purpose of professional improvement. Professional Improvement Fellowships may also 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.

18.3 A Review Committee for Professional Improvement Fellowships shall be established each year and shall consist of two (2) representatives from the CBE Staff Association and three (3) representatives from Management appointed by the Superintendent of Human Resources. At least one of the representatives from Management shall be from Human Resources.

18.4 Fellowships may be granted to permanent employees whose application for leave aligns with the Calgary Board of Education identified system priorities

and will contribute to the professional growth of the workforce in advancing the CBE Ends Statements.

- 18.5 Applications for a Fellowship shall be in accordance with the guidelines established by the Calgary Board of Education. The guidelines will be communicated to the Staff Association by October 31 of each year.
- 18.6 Applications shall be submitted to the Superintendent of Human Resources by December 31, for activities commencing on September 1 or after September 1 of the following year.
- 18.7 The Review Committee shall consider each application and make recommendations to Superintendents' Team regarding approval or refusal of the Professional Improvement Fellowship. The final decision regarding the application will be made by Superintendents' Team.
- 18.8 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. **The employee shall have their benefits continue and the premiums shall continue to be shared between the Board and the employee pursuant to this Agreement.**
- 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 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. 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.
- 18.10 The position will be held for an employee granted a Professional Improvement Fellowship leave and may be temporarily filled by an employee without posting requirements.
- 18.11 Upon resumption of duties after a Professional Improvement Fellowship, the employee shall be returned to their former position (same position, same location) or be placed in another position in their field of employment and hours of work category.

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.
- 19.3.1 An employee who wishes to return from leave prior to their scheduled return date shall notify Human Resources in writing not fewer than three (3) weeks prior to the new return date.**

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. **Employees shall provide their supervisor with not less than two (2) weeks' notice of their intention to take this leave, unless emergent circumstances prevent such notice.**
- 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. **Employees shall request such leave in writing not less than three (3) weeks' prior to the start date, unless emergent circumstances prevent such advance notice.**
- 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 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 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.

Religious Holy Days

- 19.10 An employee is entitled to a 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.

Quarantine

- 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.

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, long term disability insurance as outlined in the applicable group insurance policies, and the Alberta Health and Wellness plan. The Board shall provide a pay direct card for employees participating in the Group Benefits Plan.

- 20.2 Participation in the Plan shall be a condition of employment for all full-time continuous employees. Coverage will commence on the first day of employment.

Employees must complete an enrolment card within thirty-one (31) days of this date. There is no waiting period for eligibility.

- 20.2.1 **Effective September 1, 2016**, participation in the Plan shall be a condition of employment for all continuous **and term specific** employees **who are employed 15 weekly hours of work or more**. Coverage will commence on the first day of employment **or the date you become eligible**.

Employees must complete an enrolment card within thirty-one (31) days of this date. 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 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 eligible 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 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 On January 1 the Board will contribute an annual amount of **\$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	\$733	February 1 st
February	\$667	March 1 st
March	\$600	April 1 st
April	\$533	May 1 st
May	\$467	June 1 st
June	\$400	July 1 st
July	\$333	August 1 st
August	\$267	September 1 st
September	\$200	October 1 st
October	\$133	November 1 st
November	\$67	December 1 st
December	\$800	January 1 st

The Board will contribute an annual amount of \$500 to a Health Spending Account for full-time term specific employees covered by this agreement. The contribution will be made on the first calendar day of the month following the date of the commencement of the employee's term. A term specific employee will not receive additional contributions if their term is extended or the employee commences a second term in the same calendar year.

- 20.7.2 Contributions to the Health Spending Account will be pro-rated for employees who occupy a position less than 35 weekly hours of work. The pro-rated amount will be determined once annually on the eligibility date defined above, and will not be adjusted due to changes in weekly hours of work 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

- 21.1 A compulsory Pension Plan shall apply to all continuous employees, including ten-month employees, unless excluded by the conditions of the Plan.
- 21.2 All employees employed for thirty (30) hours or more per week, shall become and remain members of the Local Authorities Pension Plan. The Board and the employee shall continue contributions towards the Local Authorities Pension Plan at all times in accordance with the Local Authorities Pension Plan Act.
- 21.3 Participation in the Local Authorities Pension Plan will be optional for those employees who work less than thirty (30) hours per week but not less than fifteen (15) hours per week. Maintenance of membership in the Local Authorities Pension Plan shall be a condition of employment for all those employees who opt to participate in the Plan.
- 21.4 Employees not participating in the Local Authorities Pension Plan, but who are a minimum of fifty-five (55) years old, shall receive a retirement allowance on the basis of the following formula:
- After ten (10) years' service:
Three (3) month's salary at the rate of pay based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to their retirement, of higher earnings in a previous year, plus one (1) months' salary for each additional three (3) years beyond ten (10), to a maximum of six (6) months' pay.
- 21.5 Employees who participate and who retire in accordance with the Local Authorities Pension Plan Regulations shall receive a retirement allowance based upon the following formula:

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

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

- 21.6 Continuous female employees hired prior to July, 1978, and who voluntarily opted out of the Local Authorities Pension Plan shall be eligible for either Clause 21.4 if they are continuous part-time employees, or Clause 21.5 if they are continuous full time employees at the time of their retirement.

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 specified 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 **within twenty (20) days of receiving the grievance** and render a written decision with reasons to the Association, employee and Director, Human Resources within ten (10) days of the **hearing**. 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 (15th) of the month following the collection of dues.

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.

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 A mileage allowance at the prevailing rate approved by the Board will be paid to each employee who is designated by Management to use the employee's personal vehicle as a means of transportation to work assignments at different locations during working hours.
- 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. With respect to the vehicle allowance, the alternative would be that the Board shall provide vehicles for those required to transport Board equipment and materials.

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, **2015**, a fund in the amount of **two hundred and ninety thousand dollars (\$290,000)** is available annually to Staff Association members, or groups of Staff Association members, for the purpose of staff training/development. This fund shall be known as the Staff Development Fund.

29.2 Effective September 1, **2015**, the amount of the Fund referred to in Clause 29.1 may be enhanced by up to fifty thousand (\$50,000) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of twenty-five thousand (\$25,000) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed **three hundred and fifteen thousand dollars (\$315,000)** in each fiscal year.

29.3 Any Staff Association member or group of Staff Association members may make application to the Staff Association Staff Development Advisory Committee for funds, such application to include a resume of the proposed project.

29.4 It is the responsibility of the Staff Association Chair, or designate, to rule on each application and inform the applicant of the decision. The decision of the Chair or designate, shall be final.

29.5 An advisory committee of four (4) Staff Association members and two (2) representatives 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 ten thousand (\$10,000.00) dollars shall be allocated on an annual basis for the administration of the Staff Development Fund. For all funds above the first forty thousand (\$40,000) 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 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 **one (1)** year provided that, during this period, **no** disciplinary action **relating to the same subject matter** has occurred. **When such discipline has occurred, the Letter of Expectation will be removed from the personnel file when the written reprimand or other disciplinary action is removed.**
- 30.3.4 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.

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, 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.

Secondment to a Third Party

- 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
 - **Employee Number**
 - Seniority Date
 - Last Hire Date
 - Group (Field of Employment and Hours of Work Category)
 - Employee Rank in the Group

- Total Number of Employees in the Group
 - Department and / or Location
 - Position Title
 - Weekly Hours of Work
 - Layoff or Leave (where applicable)
- b) A seniority list of continuous employees sorted by group (Field of Employment and Hours of Work Category) containing the following information:
- Rank in Ascending Order
 - Total Number of Employees in the Group
 - Seniority Date
 - Last Hire Date
 - Employee Name
 - **Employee Number**
 - Department and / or Location
 - Position Title
 - Weekly Hours of Work
 - Layoff or Leave (where applicable)
- c) A list of continuous, term specific and casual employees by location, containing the following information:
- Name
 - **Employee Number**
 - Position
 - Location
 - Weekly Hours of Work (where applicable)
 - Seniority Date (where applicable)
 - Last Hire Date
 - Home Address
 - Home Telephone Number
- d) An alphabetical list of continuous, term specific and casual employees containing the following information:
- Name
 - **Employee Number**
 - Position
 - Location
 - Weekly Hours of Work (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.

- 34.2** The Board shall provide to the Association monthly lists of new hires, leaves of absence, lay-offs, terminations of employment **and employees requiring accommodation of medical restrictions.**
- 34.3** The Board shall provide the Association a list of approved job shares annually on July 1st.
- 34.4** **On July 1st and December 1st of each year the Board shall provide the Association with a report of employees whose weekly hours of work were adjusted since the previous report. The report shall include for each employee their name, field of employment, worksite(s), weekly hours before the adjustment, the adjusted weekly hours and the effective date of the adjustment.**
- 34.5** **The Board shall provide biweekly reports to the Association between June 1 and December 1 of each year of employees in the transfer pool and of those on layoff pending recall. The report(s) shall include for each employee their name, field of employment, job description, weekly hours of work category, current or most recent worksite, the date they were identified for transfer and layoff or their layoff date.**
- 34.6** The Board shall provide the Association a list of exempt positions annually on August 15th.

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 21st 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 (Appendix "C") will be implemented.
- 36.3 Any decision to contract out services will be done in an open, honest and ethical manner.

ARTICLE 37 PROVISIONS APPLICABLE TO TERM SPECIFIC AND CASUAL EMPLOYEES

- 37.1 All provisions relating to the terms and conditions of employment for term specific and casual employees are as stipulated in the Letters of Understanding found in Appendix "C" of this Collective Agreement.

ARTICLE 38 TRAINING

- 38.1 **The Board shall pay wages and the costs of courses and course materials for training which is required as a condition of employment or otherwise required and approved by the Board.**

APPENDIX "A"

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.

SCHEDULE OF POSITION CLASSIFICATIONS

Grade A

Board Page
Breakfast Supervisor
Lunch Supervisor

Grade B

Book Room Clerk
Childminder, LINC Program
Food Services Assistant
HR Services Assistant
Lead Lunch Program Supervisor
Receptionist/Office Clerk
School Assistant
School Assistant, Aboriginal Program
School Assistant, ASL
School Assistant, French
School Assistant, German
School Assistant, Hindi, Urdu, Punjabi
School Assistant, Literacy
School Assistant, Mandarin
School Assistant, Spanish
School Bus Driver
Site Monitor, Continuing Education
Site Operations Helper
Testing Centre Coordinator

Grade C

Audiology Clerk
Education Assistant, Special Education Trainee
English Language Learner (ELL) Assistant
Equipment & Services Clerk, Developmentally Challenged/Visually Impaired
Food Preparation Assistant
Food Services Supervisor
Information/Registration Assistant
Library Assistant

Mail Distribution Clerk
Projects Coordinator, Student Work Team
School Secretary/Office Assistant
Secretary C, Service Unit
Sorting, Processing & Distribution Clerk

Grade D

Accounting Clerk, Chinook
Accounting Clerk, Facilities Maintenance
Accounts Payable Clerk
Admissions Assistant
Assistant, Facility Caretaking Services
Bookkeeper
Childcare Instructional Assistant
Client Services Representative
Early Childhood Practitioner
Education Assistant, Braille
Education Assistant, Chinese
Education Assistant, Deaf and Hard of Hearing
Education Assistant, French
Education Assistant, German
Education Assistant, Hindi Urdu Punjabi
Education Assistant, Korean
Education Assistant, Mandarin
Education Assistant, Senegalese
Education Assistant, Spanish
Education Assistant, Special Education
Education Centre Reception Coordinator
Employee Support Assistant
Facility Rentals Assistant
HR Assistant
Literacy Program Assistant
Mechanical Technician
Noon Services Facilitator
Public Information and Communications Assistant
Purchasing Clerk
Records Technician
Secretary D, with French
Secretary D, Service Unit
Senior Security Liaison
SIRS Assistant, Secondary Schools
Site Operations Assistant
Speech Language Pathologist Assistant

Grade E

Aboriginal Cultural Instructor
Aboriginal Cultural Instructor, Native Studies/Traditions
Aboriginal Cultural Instructor, Specializing in Blackfoot Language
Aboriginal Cultural Instructor, Specializing in Cree Language
Accounting Clerk, Student Fees
Accounts Receivable Clerk
Administrative Secretary E, Schools
Administrative Secretary E, Service Unit
Administrative Secretary – Office of the Chief Superintendent
Braille Assistant
Bridges Support Worker
Budget Accounting Clerk
Child Care Coordinator, LINC
Corporate Security Office Coordinator
Corrosion Technician
Customer Liaison, Complex Learning Needs Transportation
Data Centre Operator
Education Intervener I, Deaf Blind
Highfield Centre Administrative Assistant
IWMS Coordinator
Junior Architectural Technologist
Junior Electrical Engineering Technologist
Learning Systems User Support
Library Resource/Technology Specialist
Library Technician, Educational Resource Services
Library Technician, Schools
Music Instructional Assistant
Program Assistant, Continuing Education
Purchase Card Administrator
Registration Advisor
Risk Management Assistant
Safety Advisory Services Assistant
Science Technician
Security/Energy Operator
Senior Inventory/Customer Service Clerk
Senior Purchasing Clerk
Service Desk Analyst I
SIRS User Support Assistant
Special Events Assistant
Staffing and Recruitment Assistant
Support Worker/Advisor
Transportation Accounts Administrator

Transportation Management System Administrator
Transportation Scheduler

Grade F

Administrative Assistant, Director
Advisor, Student Services
Autobody Instructor
Automotive Instructor
Baking Instructor
Ballet Instructor
Behavioural Support Worker
Budget **and** Corporate Reporting Assistant
Business Manager - Schools
Career Centre Practitioner
Cooking Instructor
Coordinator, Corporate Records Management Program
Cosmetology Instructor
Education Intervener II, Deaf Blind
Facility Rentals Coordinator
Financial Clerk
Food & Nutrition Specialist
Funding Advisor, Chinook Learning Services
Graphic Designer

Health Assistant

Horticulture Instructor

HR Services Representative
Instructional Support Worker
Legal Assistant to Counsel
Multimedia Designer/Developer
Pool Therapist, Emily Follensbee Centre
Recruiter
Registrar, CBE Learn

School Technology Support Specialist I

Senior Accounts Payable Clerk
Senior Purchasing Contract Clerk
Service Desk Analyst II
Technical Coordinator, Information Technology Services
Technology Evergreen Specialist I
Welding Instructor

Grade F/G

Network Specialist/Analyst

Grade G

Absence Relief Coordinator
Budget Assistant/Accounting Analyst
Buyer, Purchasing Services
Community Planning Technician
Coordinator of Foreign and Non-Canadian Student Admissions
Cost Control Administrator
Desktop Support Specialist
Educational Interpreter
Energy Technologist
Facility Technology Coordinator
Financial Project Coordinator
Help Desk Analyst II
IWMS Administrator
Librarian
Marketing and Recruitment Coordinator
Media Production Specialist
On-Site Technology Services Coordinator
Payroll Specialist
Position Management Assistant
Project Application Specialist
Project Services Coordinator
Quality Assurance Analyst
Revenue Specialist
Risk Analyst
Safety Advisory Services Specialist
School Finance Support Officer
School Legal Affairs Liaison
School Technology Support Specialist II
Senior HR Services Representative
Senior Multimedia Designer/Developer
Technology Evergreening Specialist II
Waste & Recycling Coordinator

Grade G/H

Technical Systems Specialist I

Grade H

Architectural Technologist
Business Analyst – Corporate Finance
Business Analyst – Learning
Community and Cultural Liaison, Juno Beach Academy

Coordinator, Indoor Environmental Quality
Design Coordinator
Engineering Technologist
Financial Analyst
Financial System Administrator
Hyperion System Administrator
Industrial Hygiene Technologist
Learning Systems Administrator
Online Design Specialist
Planner, Capital Projects
Planner, Urban and Land Use
Planning Analyst, Community Engagement
Planning Specialist
Senior Educational Interpreter
Service Desk Support Analyst
Statistician

Grade H/I

Network Specialist/Analyst II

Grade I

Capital Planning Coordinator
Leasing/Property Specialist
School Finance Specialist
Senior Architectural Technologist
Senior Safety Advisor Services Coordinator
Training and Staff Development Coordinator

Grade I/J

Database Administrator
Oracle Technical Analyst
School Technology Support Analyst
Security Technical Specialist
Server and Storage Infrastructure Specialist II
Systems Analyst
Technical Systems Specialist II
Technology Evergreening Program Analyst
Technology Support Analyst

Grade J

Network Specialist/Analyst III
Online Instructional Designer

FIELDS OF EMPLOYMENT (FOE)

Grade A

Breakfast Supervisor	A01
Lunch Supervisor	A01
Board Page	

Grade B

School Assistant	B01
Receptionist/Office Clerk	B03
Childminder, LINC Program	B04
Food Services Assistant	B06
School Bus Driver	B08
Book Room Clerk	B10
School Assistant, Mandarin	B12
Lead Lunch Program Supervisor	B14
School Assistant, French	B15
School Assistant, Spanish	B16
School Assistant, German	B17
School Assistant, Literacy	B18
School Assistant, Hindi, Urdu, Punjabi	B19
Testing Centre Coordinator	B20
School Assistant, Aboriginal Program	B48
School Assistant, ASL	B79
Site Monitor, Continuing Education	
Site Operations Helper	

HR Services Assistant

Grade C

Equipment & Services Clerk, Developmentally Challenged/Visually Impaired	C01
Mail Distribution Clerk	C01
Library Assistant	C02
Sorting, Processing & Distribution Clerk	C03
Information/Registration Assistant	C04
School Secretary/Office Assistant	C04
Secretary C, Service Unit	C04
Education Assistant, Special Education Trainee	C05
English Language Learner (ELL) Assistant	C17
Audiology Clerk	C21
Food Services Supervisor	C26
Food Preparation Assistant	C26
Projects Coordinator, Student Work Term	

Grade D

Education Assistant, Special Education	D01
Literacy Program Assistant	D01
Assistant, Facility Caretaking Services	D02
Client Services Representative	D02
Employee Support Assistant	D02
Accounting Clerk, Chinook	D04
Accounting Clerk, Facilities Maintenance	D04
Accounts Payable Clerk	D04
Bookkeeper	D04
Admissions Assistant	D06
Facility Rentals Assistant	D06
Secretary D, Service Unit	D06
SIRS Assistant, Secondary Schools	D06
Education Assistant, Mandarin	D09
Education Assistant, German	D10
Education Assistant, Spanish	D11
Education Assistant, French	D12
Childcare Instructional Assistant	D13
Education Assistant, Hindu, Urdu, and Punjabi	D14
Education Assistant, Chinese	D15
Education Assistant, Korean	D16
Education Assistant, Senegalese	D17
Records Technician	D18
Education Centre Reception Coordinator	D23
Public Information and Communications Assistant	D23
Education Assistant, Braille	D25
Speech-Language Pathologist Assistant	D26
Purchasing Clerk	D39
Education Assistant, Deaf and Hard of Hearing	D40
Site Operations Assistant	D41
Mechanical Technician	D43
Senior Security Liaison	D45
HR Assistant	D48
Noon Services Facilitator	D51
Secretary D with French	D52
Early Childhood Practitioner	D53

Grade E

Customer Liaison, Complex Learning Needs Transportation	E01
Transportation Scheduler	E01
Administrative Secretary E, Schools	E03

Administrative Secretary E, Service Unit	E03
Administrative Secretary – Office of the Chief Superintendent	E03
Corporate Security Office Coordinator	E03
Highfield Centre Administrative Assistant	E03
IWMS Coordinator	E03
Safety Advisory Services Assistant	E03
Transportation Management System Administrator	E03
Library Resource/Technology Specialist	E04
Library Technician, Educational Resource Services	E04
Library Technician, Schools	E04
Special Events Assistant	E05
Science Technician	E06
Accounting Clerk, Student Fees	E07
Accounts Receivable Clerk	E07
Budget Accounting Clerk	E07
Senior Inventory/Customer Service Clerk	E07
Music Instructional Assistant	E08
Learning System User Support	E09
Data Centre Operator	E10
Corrosion Technician	E11
Child Care Coordinator, LINC	E12
Senior Purchasing Clerk	E13
Transportation Accounts Administrator	E14
Program Assistant, Continuing Education	E20
Security/Energy Operator	E21
Bridges Support Worker	E33
SIRS User Support Assistant	E46
Aboriginal Cultural Instructor - Specializing in Cree Language	E48
Aboriginal Cultural Instructor - Specializing in Blackfoot Language	E49
Aboriginal Cultural Instructor	E50
Aboriginal Cultural Instructor - Native Studies/Traditions	E51
Staffing and Recruitment Assistant	E53
Junior Architectural Technologist	E55
Purchase Card Administrator	E57
Support Worker/Advisor	E62
Junior Electrical Engineering Technologist	E63
Education Intervenor I, Deaf Blind	E71
Service Desk Analyst I	E72
Risk Management Assistant	E74
Registration Advisor	E95

Braille Assistant E99

Grade F

Budget and Corporate Reporting Assistant F10

Business Manager - Schools F10

Financial Clerk F10

Senior Accounts Payable Clerk F10

Coordinator, Corporate Records Management Program F11

School Technology Support Specialist I F20

Service Desk Analyst II F20

Technology Evergreening Specialist I F20

Technology Support Technician F20

Advisor, Student Services F23

Funding Advisor, Chinook Learning Services F23

Pool Therapist, Emily Follensbee Centre F29

Registrar, CBE Learn F31

Administrative Assistant, Director F35

Facility Rentals Coordinator F35

Technical Coordinator, Information Technology Services F47

Food & Nutrition Specialist F49

Graphic Designer F51

Multimedia Designer/Developer F52

Career Centre Practitioner F53

Legal Assistant to Counsel F54

Behaviour Support Worker F56

Cooking Instructor F57

Baking Instructor F58

Horticultural Instructor F59

Instructional Support Worker F60

Welding Instructor F61

Automotive Instructor F62

Autobody Instructor F67

Cosmetology Instructor F68

Education Intervenor II, Deaf Blind F70

Recruiter F72

Ballet Instructor F90

Senior Purchasing Contract Clerk F93

HR Services Representative F96

Health Assistant F96

SFM Manual Developer

Grade F/G

Network Specialist/Analyst I F33

Grade G

Budget Assistant/Accounting Analyst	G01
Cost Control Administrator	G01
Financial Project Coordinator	G01
Payroll Specialist	G01
Position Management Assistant	G01
Revenue Specialist	G01
School Finance Support Officer	G01
Marketing and Recruitment Coordinator	G03
Technology Evergreening Specialist II	G04
Coordinator of Foreign and Non-Canadian Student Admissions	G06

Quality Assurance Analyst

Librarian	G09
Desktop Support Specialist	G19
Help Desk Analyst II	G19
School Technology Support Specialist II	G19
Risk Analyst	G23
Community Planning Technician	G31
Project Application Specialist	G33
Buyer, Purchasing Services	G34
Facility Technology Coordinator	G41
Senior Multimedia Designer/Developer	G42
Media Production Specialist	G43
On-Site Technology Services Coordinator	G44
Educational Interpreter	G45
School Legal Affairs Liaison	G52
Waste & Recycling Coordinator	G53
Absence Relief Coordinator	G54
Project Services Coordinator	G90
IWMS Administrator	G91
Energy Technologist	G94
Safety Advisory Services Specialist	G95
Senior HR Services Representative	G96

Grade G/H

Technical Systems Specialist I	G17
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Grade H

Learning Systems Administrator	H01
Hyperion System Administrator	H02
Business Analyst Corporate Finance	H03

Financial System Administrator	H04
Financial Analyst	H05
Business Analyst, Learning	H06
Architectural Technologist	H08
Engineering Technologist	H09
Planner, Capital Projects	H16
Planner, Urban and Land Use	H16
Planning Analyst, Community Engagement	H16
Planning Specialist	H16
Online Design Specialist	H19
Design Coordinator	H21
Statistician	H26
Senior Educational Interpreter	H32
Community and Cultural Liaison, Juno Beach Academy	H33
Coordinator, Indoor Environmental Quality	H55
Service Desk Support Analyst	H58
Industrial Hygiene Technologist	H59
<u>Grade H/I</u>	
Network Specialist/Analyst II	H15
<u>Grade I</u>	
Capital Planning Coordinator	I10
School Finance Specialist	I11
Training and Staff Development Coordinator	I14
Senior Safety Advisory Services Coordinator	I20
Senior Architectural Technologist	I21
Leasing/Property Specialist	I29
<u>Grade I/J</u>	
Server & Storage Infrastructure Specialist II	I01
School Technology Support Analyst	I03
Technology Evergreening Program Analyst	I03
Technology Support Analyst	I03
Oracle Technical Analyst	I04
Systems Analyst	I05
Security Technical Specialist	I12
Database Administrator	I30
<u>Grade J</u>	
Network Specialist/Analyst III	J01
Online Instructional Designer	J02

APPENDIX “B”

STAFF ASSOCIATION SALARY GRID

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	1191.40	1232.00	1285.90	1341.90	1383.20	1437.80	1492.40		
B	Hourly	19.17	19.76	20.54	21.32	22.07	22.86	23.62		
	Biweekly	1341.90	1383.20	1437.80	1492.40	1544.90	1600.20	1653.40		
C	Hourly	21.32	22.07	22.86	23.62	24.58	25.54	26.51	27.49	28.43
	Biweekly	1492.40	1544.90	1600.20	1653.40	1720.60	1787.80	1855.70	1924.30	1990.10
D	Hourly	23.62	24.58	25.54	26.51	27.49	28.43	29.20	29.99	30.96
	Biweekly	1653.40	1720.60	1787.80	1855.70	1924.30	1990.10	2044.00	2099.30	2167.20
E	Hourly	26.51	27.49	28.43	29.20	29.99	30.96	32.12	33.28	34.64
	Biweekly	1855.70	1924.30	1990.10	2044.00	2099.30	2167.20	2248.40	2329.60	2424.80
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	2167.20	2248.40	2329.60	2424.80	2505.30	2587.20	2682.40
G	Hourly	34.64	35.79	36.96	38.32	39.48	40.64	41.81	42.97	43.90
	Biweekly	2424.80	2505.30	2587.20	2682.40	2763.60	2844.80	2926.70	3007.90	3073.00
H	Hourly	39.48	40.64	41.81	42.97	43.90	45.29	46.45	47.60	48.82
	Biweekly	2763.60	2844.80	2926.70	3007.90	3073.00	3170.30	3251.50	3332.00	3417.40
I	Hourly	43.90	45.29	46.45	47.60	48.82	50.04	51.30	52.84	54.17
	Biweekly	3073.00	3170.30	3251.50	3332.00	3417.40	3502.80	3591.00	3698.80	3791.90
J	Hourly	48.82	50.04	51.30	52.84	54.17	55.55	56.95	58.63	60.10
	Biweekly	3417.40	3502.80	3591.00	3698.80	3791.90	3888.50	3986.50	4104.10	4207.00
K	Hourly	52.84	54.17	55.55	56.95	58.63	60.10	61.63	63.19	65.09
	Biweekly	3698.80	3791.90	3888.50	3986.50	4104.10	4207.00	4314.10	4423.30	4556.30

Note: “Hourly” is the official rate of pay. “Bi-Weekly” is provided for information purposes only.

The Parties agree to a wage and compensation re-opener for the last 12 months of the term of this agreement, August 31, 2016 to August 31, 2017. Failing agreement between the Parties, the wage and compensation re-opener may be referred to mediation. Failing agreement at mediation, the wage and compensation re-opener may be submitted to voluntary interest arbitration pursuant to section 93 of the Labour Relations Code for final determination.

Instructors in Continuing Education

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, 2015
First 40 Hours of Instruction	36.52
After 40 Hours of Instruction	40.06
After 80 Hours of Instruction	43.55
After 120 Hours of Instruction	48.22
After 160 Hours of Instruction	52.85

- 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) 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.
- 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, 2015

\$ 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”

LETTERS OF UNDERSTANDING AND INTENT

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LETTER OF UNDERSTANDING

CONTRACTING OUT

The Staff Association and the Calgary Board of Education negotiating teams have, in the interest of ensuring an open and honest process for discussing potential contracting out of services by the Board, agreed to the following process:

1. When situations occur that result in the Board considering contracting out services that fall under the bargaining certificate of the CBE Staff Association, Management will inform the Superintendent of Human Resources or designate.
2. The Superintendent of Human Resources or designate, will immediately inform the Association of such situations.
3. The Staff Association may request the opportunity to meet with management of the work unit considering contracting out. The Superintendent of Human Resources or 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

CLAUSE 8.14.1 - JOB EVALUATION

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new job evaluations or effecting changes to existing job evaluations as per Clause 8.14.1 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 8.14.2 SALARY GRADES

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the process to be used by the Board in establishing new salary grades or effecting changes to existing salary grades as per Clause 8.14.2 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

WORKING CONDITIONS FOR CASUAL EMPLOYEES

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

1. **General**

The following articles and clauses of the collective agreement apply to casual employees:

1	Purpose
2	Duration and Term of Agreement
3	Definitions
4	Recognition and Application
5.1	Employment
5.2 & 5.3	Job Postings
5.4	Promotions and Transfers
11	Hours of Work
23	Grievance Procedure
24	Deduction of Dues
26	Protective Clothing
27	Vehicle Allowance
28	Parking
30	Management Rights
31	Workplace Relationship Committee
32	Retroactivity

2. **Salary Administration**

- 2.1 Payday shall be every second Tuesday and shall be within 10 days following the end of the applicable pay period. Employees shall receive with each payday, a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account. If a payday falls on a general holiday, then the payday shall be the preceding Monday.
- 2.2 Applicable ranges for groupings of classifications of employees covered by this Agreement shall be according to the Salary Schedule attached and marked Appendix "B".

2.3 Casual employees shall be paid in accordance with the applicable schedules in Appendix “B”. Normally, casual employees shall be paid at the minimum of the range, if applicable.

Specifically, where an employee has only casual status with the CBE (no continuous or term specific profile) the employee shall be paid at Step 1 on the applicable salary schedule for the position unless a higher rate of pay (step) is agreed to by the Staff Association and a representative of Human Resources.

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

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

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

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

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

2.4 Effective September 1 of each year, a casual employee will be eligible for an increment when both of the following criteria are met:

- the employee is currently paid at less than the maximum step on the salary schedule for the applicable position; and
- the employee has worked a total of 420 hours since September 1 of the previous year.

Where performance is deemed by Management to be less than satisfactory, an increment may be withheld.

3. Overtime

- 3.1 Overtime shall only be offered to casual employees after continuous and term specific employees working in a department have first been offered the opportunity to work overtime.
- 3.2 Overtime shall be paid to casual employees in accordance with the *Employment Standards Code*.
- 3.3 Where casual employees work alternative patterns as described in Clauses 11.7 and 12.7, the rate of overtime shall be that applicable to continuous employees working similar shifts.

4. Vacations and General Holidays

- 4.1 All casual employees shall be entitled to 6% vacation pay and 4.4% general holiday pay, to be paid on each payday.
- 4.2 The general holiday pay for casual employees is based on the following holidays: New Year's Day, Family Day (third Monday in February), Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

5. Retroactivity

The rates of pay for casual employees will be retroactive to September 1, 2014.

LETTER OF UNDERSTANDING

WORKING CONDITIONS FOR TERM SPECIFIC EMPLOYEES

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

1. General

The following articles and clauses of the collective agreement apply to term specific employees:

1	Purpose
2	Duration and Term of Agreement
3	Definitions
4	Recognition and Application
5.1	Employment
5.2 & 5.3	Job Postings
5.4	Promotions and Transfers
8.1	Pay Day
10	Convention
11	Hours of Work
12	Overtime
13	General Holidays
15	Sick Leave
16	Compassionate Leave
19.10 & 19.11	Leaves of Absence
20	Group Benefit Plan
23	Grievance Procedure
24	Deduction of Dues
25	Supplement to the Workers' Compensation Board
26	Protective Clothing
27	Vehicle Allowance
28	Parking
30	Management Rights
31	Workplace Relationship Committee
32	Retroactivity
35	Materials and Equipment Management Allowance

2. Salary Administration

- 2.1 Applicable ranges for groupings of classifications of employees covered by this Agreement shall be according to the Salary Schedule attached and marked Appendix "B".
- 2.2 Normally a new employee shall be paid the minimum rate for the position. Where it is necessary to pay a new employee at a rate higher than the minimum, the Superintendent of Human Resources or designate will determine the applicable salary placement.
- 2.3 Effective September 1 of each year, a term specific employee will be eligible for an increment when both of the following criteria are met:
 - the employee is currently paid at less than the maximum step on the salary schedule for the applicable position; and
 - the employee has worked a total of 420 hours since September 1 of the previous year.

Where performance is deemed by Management to be less than satisfactory, an increment may be withheld.

3. Vacations

All term specific employees shall be entitled to 6% vacation pay.

LETTER OF UNDERSTANDING

EDUCATION ASSISTANTS

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

ARTICLE 7 - LAY-OFF AND RECALL PROCEDURE

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

The Board shall identify program descriptions for postings and/or vacancies. Successful applications to posted vacancies and/or placement to vacancies would establish each Education Assistant's field of employment and identified Special Education program or programming for individual students.

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

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

PLP – Paced Learning Program

SKILL – Social Knowledge, Independent Living and Language

Dr. Oakley School – Learning Disabled, Division I, II and III

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

Autism – spectrum disorder

Severe Conduct Disorder

Fetal Alcohol Syndrome

The provisions of Article 5 apply to Education Assistants, however Education Assistants placed by Human Resources into vacancies are not normally held to Clause 5.4.1 and may apply for postings with less than ten (10) month's service in their present position.

The provisions of Article 7 apply to Education Assistants with the following modifications:

- 7.4 When Education Assistant positions become redundant, or a staff reduction or displacements within a particular school, service unit, department or work unit are necessary, continuous employees shall be retained on the basis of firstly, their

field of employment and identified Special Education program or programming for individual students; and secondly, their seniority.

- 7.5.1 Education Assistants identified for transfer from a school, service unit, department, or work unit, shall be placed in a transfer pool. Education Assistants in the transfer pool shall be offered placement on the basis of firstly, their field of employment and identified Special Education program or programming for individual students; secondly, their weekly hours of work category; and thirdly, their seniority. In the event Education Assistants cannot be placed within their own field of employment and identified Special Education program or programming for individual students, they shall be offered placement on the basis of firstly, field of employment; secondly, their hours of work category; and thirdly, their seniority.

Employees declining placement for the first time will:

- a) move to the bottom of the placement list;
- b) not be eligible to exercise displacement rights; and
- c) not be considered for placement outside of their field of employment and weekly hours of work category.

Employees declining placement for the second time:

- a) will not be eligible for recall; and
- b) shall retain layoff status and may apply for posted positions as a continuous employee for one year from the date of layoff.

Where an employee has been identified for transfer and is not subsequently placed, a notice of layoff shall be issued in accordance with Clause 7.5.2.

- 7.8.4 For the purpose of Clause 7.4, if two or more employees possess equal seniority and share the same field of employment and identified Special Education program or programming for individual students then the employees with the highest number of hours worked with the Calgary Board of Education prior to being hired into a continuous position shall be retained. Should a tie still exist, the employees to be retained shall be determined by the drawing of lots.

For the purpose of Clauses 7.5.1, 7.6.2 and 7.7.2, if two or more employees possess equal seniority and share the same field of employment and weekly hours of work category, then the employees with the highest number of hours worked with the Calgary Board of Education prior to being hired into a continuous position shall be retained. Should a tie still exist, the employees to be retained shall be determined by the drawing of lots.

LETTER OF UNDERSTANDING

Article 7: Layoff and Recall - Trial Provisions

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, as a result of a joint feasibility study, to alter the Layoff and Recall provisions of the collective agreement on a trial basis with the intention of incorporating the provisions herein into the collective agreement during the regular course of subsequent bargaining.

- 1) The parties agree that the terms herein will be in effect for not less than the duration of the 2016/2017 spring staffing process, commencing in approximately April and ending October 31, 2016, and will continue to be in effect thereafter subject to:
 - a. either party providing written notice to the other between November 1 and December 15 of any year that it wishes to terminate this Letter of Understanding and revert, effective January 1 of the following year, to the Layoff and Recall provisions of the collective agreement, or,
 - b. the provisions herein being incorporated into the collective agreement or otherwise addressed during the regular course of collective bargaining.
- 2) During the trial period the parties shall meet as deemed necessary by either party to review and discuss amendments to the provisions contained within this Letter of Understanding. .
- 3) The following provisions will replace Article 7 and the Letter of Understanding “RE: Education Assistants” of the collective agreement:

7.1 Field of Employment

- 7.1.1 The Board shall determine the fields of employment in consultation with the Association. The fields of employment are to be reviewed jointly by the parties, and amended if necessary, on an annual basis, within the first two weeks of March.

7.2 Weekly Hours of Work Category

- 7.2.1 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 Seniority

7.3.1 For the purposes of this Article, seniority shall be established in accordance with Article 22 of this Agreement.

7.4 Identification of transfer and layoff

7.4.1 When positions become redundant, staff reductions or displacements within a particular school, service unit, department or work unit are necessary, continuous employees shall be retained on the basis of firstly, their field of employment or, in the case of Education Assistants, their field of employment and identified Special Education Program or programming for individual students; and secondly, their seniority. Employees identified for transfer will be placed in a transfer pool and recalled in accordance with Clause 7.5.

7.4.2 Where an employee has been identified for transfer and is not subsequently placed, a notice of layoff shall be issued. The Board shall endeavor to provide four (4) weeks' notice in writing to continuous employees laid off pending recall or at a minimum three (3) weeks' notice in writing or pay in lieu of notice.

7.4.3 Employees laid off in accordance with Clause 7.4.2, shall retain recall rights for a period of one (1) year from the date of actual lay-off except in circumstances where there is mutual agreement between the Board, the Association and the employee to reduce the recall period.

7.5 Recall

7.5.1 Employees who are in the transfer pool or on layoff shall be selected for placement opportunities on the basis of firstly, their field of employment; secondly, their weekly hours of work category; and thirdly, their seniority as follows:

- a) When positions become available they shall be posted for seventy two (72) hours to notify employees in the transfer pool or on layoff of those placement opportunities. The employees will indicate their interest by applying. Employees who indicate their interest in a position in their current field of employment and weekly hours of work category shall be placed prior to consideration (in accordance with Article 7.7.1) of any other employees in the transfer pool or on layoff.**

- b) If more than one employee in the transfer pool or on layoff expresses interest in a position in their same field of employment and weekly hours of work category, the most senior employee shall be placed. If the most senior employee has expressed interest in multiple positions, Human Resources will place that employee, taking into consideration the employees' identified preference, skills and experience.**
- c) If no employee in the transfer pool or on layoff expresses an interest in the position, it may be posted and filled in accordance with Article 5.**
- d) An employee notified of placement under Article 7.5(a) and 7.5(b) will no longer be eligible for placement or recall unless subsequently identified for transfer and layoff but shall retain layoff status and may apply for posted positions as a continuous employee for one year from the date of layoff.**

7.6 Displacement

- 7.6.1 An employee who has more than one (1) year continuous service with the Board who has received layoff notice may displace another employee in the same field of employment and the same weekly hours of work category.**
 - a) The employee shall notify Human Resources in writing of their intent to exercise their displacement rights. Displacement rights must be exercised by the employee prior to the expiry of their recall rights.**
 - b) The least senior employee in the same field of employment (excluding Education Assistants in an identified Special Education Program or programming for individual students) and the same weekly hours of work category shall be displaced. The displaced employee will be subject to recall in accordance with Article 7.5.**
 - c) The employee exercising their displacement rights will be notified of their new location not later than seven (7) days following notice provided under 7.6.1(a) and shall have forty-eight (48) hours to accept or decline that position. If they decline the position, they may not subsequently exercise displacement rights related to the same layoff.**

- d) **The employee exercising their displacement rights shall commence work in their new location no more than three (3) weeks from the date the employee accepted the position.**

7.7 General

7.7.1 Employees shall be given consideration for placement in positions outside of their fields of employment and weekly hours of work category, provided such employees, are in the opinion of the Board, qualified for those positions.

7.7.2 For the purpose of Clause 7.4.1, 7.5(b) or 7.6.1(b), if two or more employees possess equal seniority and share the same field of employment the employee with the highest number of hours worked with the Calgary Board of Education prior to being hired into a continuous position shall be deemed to possess more seniority. Should a tie still exist, the determination shall be made by the drawing of lots.

7.7.3 An employee's contact information maintained within the CBE HRIS system will be utilized for communications to employees required under this Article.

7.8 Education Assistants

7.8.1 The inclusion in 7.4.1 and 7.6.1(b) of Special Education Program and programming for individual students is intended to be responsive to student needs in accordance with Alberta Education Standards for Special Education and maintains continuity of the Student-Teacher-Education Assistant team.

7.8.2 For the purpose of 7.4.1 and 7.6.1(b) the following definitions apply:

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

**PLP – Paced Learning Program
SKILL – Social Knowledge, Independent Living and Language
Dr. Oakley School – Learning Disabled, Division I, II and III**

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

**Autism – spectrum disorder
Severe Conduct Disorder
Fetal Alcohol Syndrome**

7.8.3 The provisions of Article 5 apply to Education Assistants, however Education Assistants placed by Human Resources into vacancies are not normally held to the Clause 5.4.1 requirement of 10 months in their current position to be given first consideration for transfer.

LETTER OF UNDERSTANDING

CONTINUOUS CBE EMPLOYEES IN TRAINING FOR EDUCATION ASSISTANT POSITIONS

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to continuous employees completing post-secondary certification as per the position description of Education Assistant.

- Applications for posted competition(s) shall be accepted from continuous employees who have successfully completed a minimum of five (5) post-secondary courses towards the minimum qualifications of an Education Assistant.
- Successful applicants in competition(s) shall sign a letter of intent indicating their commitment to complete the remaining courses within a maximum thirty (30) month time period (2-1/2 years).
- Successful applicants in competition (s) shall be established on the Salary Grid, Grade "C" in Appendix "B" in accordance with Clause 8.9 or 8.11 of the current Staff Association Agreement.
- In accordance with Clause 5.5.1 continuous employees shall have a trial period of six (6) months.
- Upon successful completion of all the required post-secondary courses, the employee shall be transferred to the Salary Grid, Grade "D" in Appendix "B", as a lateral transfer.
- Failure to complete the courses within the 30-month time period may result in layoff and recall to the employee's former continuous position. Once the educational requirements have been completed, the employee would then be eligible to apply to competitions for Education Assistant positions.

LETTER OF UNDERSTANDING

PLACEMENT AND DISPLACEMENT OF SCHOOL ASSISTANTS IN SPECIALIZED POSITIONS

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to the placement and displacement of School Assistants in specialized positions; e.g. School Assistant, French.

1. Specialized School Assistant positions shall have unique Fields of Employment.
2. In the placement and displacement of School Assistants in specialized positions, employees shall first be placed or displaced within their own Field of Employment.
3. In the event School Assistants in specialized positions are identified for layoff and cannot be placed within their own Field of Employment, they shall be included in the general School Assistant Field of Employment according to seniority.

LETTER OF UNDERSTANDING

PLACEMENT AND DISPLACEMENT OF EDUCATION ASSISTANTS IN SPECIALIZED POSITIONS

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to the placement and displacement of Education Assistants in specialized positions; e.g. Education Assistant, Braille, Education Assistant, Deaf and Hard of Hearing, Education Assistant, French Program.

1. Specialized Education Assistant positions shall have unique Fields of Employment.
2. In the placement and displacement of Education Assistants in specialized positions, employees shall first be placed or displaced within their own Field of Employment.

3. In the event Education Assistants in specialized positions are identified for layoff and cannot be placed within their own Field of Employment, they shall be included in the general Education Assistant Field of Employment as an Education Assistant, Special Education according to seniority.

LETTER OF UNDERSTANDING

NINE (9) DAY FORTNIGHT WORK SCHEDULE

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education with respect to the implementation of a nine (9) day fortnight work schedule at specified worksites.

1. It is understood that, in representing one type of alternate work pattern contemplated in Clause 11.7, the nine (9) day fortnight work schedule will be implemented in a manner that neither benefits nor disadvantages the employee or the Board.
2. It is further understood that during times in which employees are working the nine (9) day fortnight schedule, the provisions of Clause 11.2 will not apply. That is, employees will not be expected to work fifteen (15) minutes per day in addition to the extended daily work schedule and will not be eligible to claim an additional eight (8) Fridays off during the months of July and August.
3. Where an employee is assigned to work a nine (9) day fortnight rotation, the following provisions shall apply:
 - a) Employees shall work nine (9) days in each fortnight, with one work week consisting of five (5) days of work with two (2) days off, and the second work week consisting of four (4) days of work with three (3) days off.
 - b) The work schedule shall be established to ensure that the operational requirements for the applicable work unit are maintained.
 - c) Following three (3) consecutive days off (i.e. Saturday, Sunday and a statutory or general holiday), employees shall be required to work on the day following the statutory or general holiday. If the statutory or general holiday was to have been their fortnight day of rest, the employee will receive a credit of one (1) day in lieu of the statutory or general holiday. The maximum time an employee may accumulate is the equivalent of five (5) working days in lieu of statutory or general holidays.
 - d) For employees who are paid to work seventy (70) hours in each biweekly period, the length of the work day shall be eight (8) hours, except for the Thursday immediately prior to a fortnight Friday off, at which time the work day shall be five and one-half (5.5) hours in length.

For employees who are paid to work eighty (80) hours in each biweekly period, the length of the work day shall be nine (9) hours, except for the

Thursday immediately prior to a fortnight Friday off, at which time the work day shall be seven and one-half (7.5) hours in length. These hours include two fifteen (15) minute work breaks but exclude a thirty (30) minute lunch break.

- e) The normal daily shift of employees shall be that where hours of work are between 7:00 a.m. and 4:30 p.m., unless otherwise designated, provided, however, that any designated variations will not be greater than one (1) hour.
4. Both parties agree that this Letter of Understanding shall be year to year, September 1 through August 31. It is also agreed, should either party wish to negotiate a change, a minimum 90 calendar days written notice will be given prior to the August 31 anniversary date.

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 Operators (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 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

ON-CALL ALLOWANCE

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to the implementation of an on-call allowance effective September 1, 2004.

1. Employees who are scheduled by their supervisor for on-call duty shall:
 - a) be available and ready to work during their scheduled on-call hours;
 - b) be able to perform their job function; and
 - c) respond appropriately to the emergency call.
2. An on-call allowance shall be paid to employees at a rate of \$25 per day on weekdays and \$50 per day for each on-call period on a Saturday, Sunday, holiday or non-scheduled work day.
3. In responding to an emergency call, employees shall be compensated at the appropriate overtime rate pursuant to Article 12 for all hours worked, whether they are able to perform the work remotely or are required to be present at the worksite.
4. With the exception of extenuating circumstances or emergency situations, on-call periods for employees will not exceed a maximum of 3 continuous weeks or a total of 50% of any two-month period.

LETTER OF UNDERSTANDING

ARTICLE 8 - YEAR ROUND SCHOOLS SALARY ADMINISTRATION

This letter represents an understanding reached between the Staff Association and the Calgary Board of Education regarding support staff employed at modified calendar and year round schools.

General

Support Staff employees will not be adversely affected with respect to salary remuneration due to working in a modified calendar or year round school.

Each school year, the number of days/hours in a regular school calendar will be calculated. This will be used to establish the number of days/hours employees working in a modified calendar or year round school will be required to work.

Changes in the salary grid in Appendix "B" effective September 1st will take effect at the beginning of the applicable school year for employees at modified calendar and year round schools.

Modified Calendar Schools

For 10 month employees, each work site will establish its schedule to incorporate the required number of work days/hours. When a school's scheduled days are less than the regular school calendar, regular work schedules for support staff may be extended to a maximum of eight (8) hours per day. Mutual agreement between the Calgary Board of Education and the Staff Association will be required to further extend working hours beyond eight (8) hours per day.

All 10 month support staff at a school with a modified calendar will be placed on the same schedule. Individual changes from the work schedule will be arranged internally with mutual agreement between the principal and the employee. This is in keeping with the same arrangements made at a regular school setting.

Professional Development/Organizational Days are considered support staff working days. School schedules should reflect support staff working on Professional Development Days.

Staff Association Convention – employees working in modified or year round schools are entitled to attend **two (2) days** of the Staff Association Convention. Schools on modified or year round calendars must therefore comply with this provision and include these days in their schedules.

Teacher Days are not considered support staff working days. This is consistent with regular school settings. If support staff are required to work these days, they are entitled to be paid for these days.

Multi-tracked Year Round Schools

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

12 Month Employees – Multi-tracked/Modified Year Round Schools

No special scheduling is required. Three weeks of an employee's holidays may be required to be taken during the time when all year round schools are closed (normally the first three weeks of July). In any case, arrangements for holidays will be mutually agreed upon between the principal and the employee and should be established before each school year begins.

LETTER OF UNDERSTANDING

LAYOFF ALLOWANCE

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

- 1) Subject to the conditions specified, employees participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:
 - After 10 years' service: 1 month's salary
 - After 15 years' service: 2 months' salary
 - After 20 years' service: 3 months' salary

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

- 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.
- 2) Subject to the conditions specified, employees not participating in LAPP who are laid off by the Board shall receive an allowance based on the following formula:

After ten years' service:

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

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

- 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.

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 65th 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.

LETTER OF UNDERSTANDING

FRENCH MONITORS

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

1. French Monitors may be assigned to work in French Immersion schools as casual or term specific employees and usually work during the period between September 1 and April 30th of the school year.
2. The salary rate for French Monitors will be determined according to the funding provided for the Official Languages Monitor Program by the Federal Government.
3. The terms of this Letter of Understanding together with either the Letter of Understanding re Working Conditions for Casual Employees or the Letter of Understanding re Term Specific Employees, whichever is applicable, shall apply to French Monitors.

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, 2014, the salary rate for Student Pages will be \$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.
7. 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

TESTING COORDINATOR CHINOOK LEARNING SERVICES

In accordance with Clauses 11.7 and 12.7 of the collective agreement, the Staff Association and the Calgary Board of Education agree to the following hours of work and overtime provisions for the ten-month position of Testing Coordinator at Chinook Learning Services. Both parties agree to the following:

- The normal scheduled working hours are twenty-five hours per week.
- The employee shall be entitled to breaks in accordance with clause 11.3.
- The daily hours of work are as follows:

Monday

4:45p.m. – 9:21p.m. with a thirty (30) minute break consisting of one fifteen (15) minute paid break and one fifteen (15) minute unpaid break

Tuesday, Wednesday and Thursday

3:45 p.m. to 9:11 p.m. with a thirty (30) minute break consisting of two fifteen (15) minute paid breaks

Friday and Saturday

9:45 a.m. to 2:21 p.m. with a thirty (30) minute break consisting of one fifteen (15) minute paid break and one fifteen (15) minute unpaid break.

The break schedule may be amended provided mutual agreement exists between the employee and the supervisor.

- An additional allowance of 7% shall be paid biweekly to compensate for non-standard work schedules (i.e. Monday – Thursday).
- Overtime will be paid for any hours worked in excess of seven hours per day. The first two hours of overtime will be paid at one and one-half (1-1/2) times the hourly rate and all subsequent overtime hours will be paid at two (2) times the hourly rate.
- Overtime for hours worked on Saturday, Sunday and general holidays will be paid in accordance with Clause 12.2.
- The employee(s) shall commence employment on the first day of the school year and shall commence a leave of absence, without pay, at the end of the school year and while schools are not in session during Winter and Spring Breaks. As the Testing Centre is open from mid-September to mid-June only, the Testing

Coordinator will perform comparable work from the beginning of the school year until mid-September and from mid-June to the end of the school year.

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
TESTING CENTRE COORDINATOR
CBe-LEARN

In accordance with Clauses 11.7 and 12.7 of the collective agreement, the Staff Association and the Calgary Board of Education agree to the following hours of work and overtime provisions for the ten-month position of Testing Centre Coordinator at CBe-Learn. Both parties agree to the following:

- The Testing Centre Coordinator, CBe-Learn will be a ten-month position in operation from October to July. The employee in this position shall commence employment on the first working day in October and shall be on leave of absence without pay following the last working day in July until the first working day of work in October.
- The normal scheduled working hours are fifteen hours per week:

Thursdays and Fridays	1:00 p.m. to 6:00 p.m.
Saturdays	8:00 a.m. to 1:00 p.m.

During the month of July, the scheduled working hours will be:
Tuesdays, Wednesdays and Thursdays 10:00 a.m. to 3:00 p.m.

- An additional allowance of 7% shall be paid for all hours worked on Thursdays, Fridays and Saturdays, except for the month of July
- Overtime will be paid for any hours worked on Sunday, Monday, and general holidays. The first two (2) hours worked on Sunday or Monday will be paid at one and one-half (1 ½) times and all subsequent hours worked on Sunday or Monday will be paid at two (2) times. All hours worked on a general holiday will be paid at two (2) times.
- The Testing Centre Coordinator, CBe-Learn will be entitled to the general holidays listed in Clause 13.2.1 of the Collective Agreement with the exception of Labour Day and the addition of Canada Day.

LETTER OF UNDERSTANDING

COMMUNITY BASED (FNMI) TEACHER EDUCATION PROGRAM

The Calgary Board of Education is offering an opportunity for First Nations, Metis and Inuit employees to participate in the Alberta Education, Community Based (Aboriginal) Teacher Education Program. Staff Association members selected by the CBE will attend a post-secondary institution to gain the skills and knowledge to enable them to graduate with a Bachelor of Education Degree and become eligible to become a teacher with the Calgary Board of Education. The Calgary Board of Education's participation in this program commenced in 2011 with one intake. The potential for future participation in this program is dependent on sponsorship from Alberta Education.

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 selected for this program may be granted a leave of absence with pay to a maximum of 4 years for the purpose of attending a post-secondary institution on a full-time basis to graduate with Bachelor of Education Degree and become a teacher qualified to teach in the province of Alberta. An employee granted a leave for this purpose shall be paid seventy percent (70%) of their earnings including vacation pay.
- Participants will continue to receive extended health care and dental benefits including a health spending account. Life insurance, AD&D and LTD benefits will be prorated to reflect the change in salary. LAPP contributions will not apply while on leave and participants will have the ability to purchase the service upon their return.
- For the period of the leave, participants will earn and retain seniority and are entitled to increments in accordance with Article 8 (Main Body) and Article 8 (PSS).
- For the period of the leave, participants will not accumulate sick leave or vacation credits.
- 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. After twelve (12) continuous months, the position shall be declared vacant and filled in accordance with Article 5 (Main Body) and Article 5 (PSS).
- If for any reason the employee or the Board wishes to terminate participation during the first twelve (12) months in the program, the employee will return to their

former position. If the position could not be sustained, Article 7 (Main Body) and Article 7 (PSS) shall apply upon their return.

- If for any reason the employee or the Board wishes to terminate participation or the employee does not return to their former position after the first 12 months in the program or if the employee's position has been eliminated, Article 7 (Main Body) and Article 7 (PSS) shall apply.
- Employees who participate in this program must sign a return for service agreement with a contribution of service time equal to the number of years of financial support received.
- Employees who participate in this program will provide transcripts to the Calgary Board of Education at the completion of each semester and will fully co-operate in all activities related to the program (e.g. data gathering, meetings, providing feedback, etc.).

LETTER OF UNDERSTANDING

PLACEMENT AND DISPLACEMENT OF “D” SECRETARY WITH FRENCH POSITION IN GLOBAL LEARNING

This letter represents an understanding reached between the Calgary Board of Education Staff Association and the Calgary Board of Education, with respect to the placement and displacement of the Secretary, Generic D with French in Global Learning.

1. The Secretary, Generic D with French position in Global Learning shall have a unique Field of Employment.
2. In the placement and displacement of the Secretary, Generic D with French in Global Learning, the employee shall first be placed or displaced within their own Field of Employment.
3. In the event the Secretary, Generic D with French in Global Learning is identified for layoff and cannot be placed within their own Field of Employment, they shall be included in the general Secretary, Generic D's Field of Employment according to seniority.
4. The parties agree that this Letter of Understanding only pertains to the Global Learning Service Unit, and only with respect to the French specialization.

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 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, ELL shall be paid at the lowest hourly rate. Where it is necessary to pay a new 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.

Description of Wage Progression By Hours of Instruction	Hourly Rate Instructors, English Language Learning (ELL)
First 40 Hours of Instruction	59.00
After 40 Hours of Instruction	62.49
After 80 Hours of Instruction	65.97
After 120 Hours of Instruction	69.46
After 160 Hours of Instruction	72.94

**LETTER OF UNDERSTANDING
SPECIFIC APPLICATIONS OF CLAUSES 3.8 and 3.9**

- 1. When a casual employee engaged under 3.9(b) commences their assignment within the last four (4) months of one school year and returns to the same position at the commencement of the following school year, the calculation of the four (4) months period used to determine an employee’s entitlement to term specific status will include time spent in the assignment both before and following the summer break.**

- 2. When a term-specific employee’s contract ends on the last day of one school year and the employee returns to the same position upon commencement of the following school year, they will retain term-specific status. Entitlements, including benefits, shall apply on a go-forward basis and not include the summer.**

- 3. The work of an employee located at Christine Meikle School who is regularly scheduled to cover all absences and/or to provide additional support for an established time period of between four (4) and ten (10) months will be considered a “project or activity” under 3.8(a) and the employee will be deemed as having term-specific status.**

LETTER OF UNDERSTANDING

IMPLEMENTATION OF CLAUSE 11.5.1

The parties have agreed in Clause 11.5.1 that the respective purposes and accountabilities of the Breakfast Supervisor and Lunch Supervisor positions are accomplished in ten (10) hours per week and that all of those positions which currently exceed ten (10) hours per week must be changed to comply with that Clause.

In order to facilitate advance notice of this required change and to potentially reduce the impacts of it, the parties agree that the deadline for any such Lunchroom Supervisor and Breakfast Supervisor positions to be compliant with Clause 11.5.1 will be the beginning of the 2017-18 school year.

In the interim, all new positions shall be added in accordance with Clause 11.5.1 and positions currently in compliance with that Clause shall remain so.

LETTER OF UNDERSTANDING

EXTRA HOURS OF WORK / LIEU TIME

A continuous or term specific employee who works less than full-time hours may work in excess of their weekly hours. An employee who works more than the number of hours in a day of a full time employee (normally 7 hours) shall be paid in accordance with Article 12.

All hours worked above an employee's weekly hours shall require approval from the applicable Supervisor before commencement. Where there is mutual agreement between the employee and the Supervisor, extra time may be taken as time off in lieu. The following parameters shall apply:

- An employee may bank up to a maximum of forty (40) hours of lieu time
- Any lieu hours not utilized will be paid out at the end of the school year on the last regular pay of that school year
- All lieu time must be recorded by the established CBE process

LETTER OF UNDERSTANDING

STAFF ASSOCIATION PROPOSALS TO AMEND POSITION DESCRIPTIONS

The Association may bring forward a request to review and evaluate an existing Position Description.

The process to address such requests shall be developed jointly by the Board and the Association prior to December 1, 2016.

Signed, Sealed and Delivered
In the presence of

Sean McLeary
Witness

Sean McLeary
Witness

The Board of Trustees
of the Calgary Board of Education

Jayme B. Eyr
Chair

January 20, 2017
Date

Janice Entwistle
Corporate Secretary

Jan. 20/17
Date

The Calgary Board of Education
Staff Association

Arthur Hensley
Witness

Lois Robb
Chair

November 10, 2016
Date