



**Calgary Board
of Education**

Agreement

Calgary Board of Education

and

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

September 1, 2020

to

August 31, 2024



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THIS AGREEMENT made this 13th day of February 2024.

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

ARTICLE 1 PURPOSE

- 1.1 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Association, to promote co-operation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Association.
- 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 based on the protected grounds under the Alberta Human Rights Act including race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation, gender identity or gender expression, 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 the 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 2020 until the thirty-first day of August 2024 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 the first of the month following ratification except as follows:

Provision	Effective Date
Clause 20.7 - Combined Health Spending Account/Personal Spending Account	January 1, 2025
Amendments related to PSS Hours of Work (8.1.1, 8.1.2, 11.1, 11.3, 11.4, 11.5, 11.6, hourly pay amounts, LOU #5 on provisional psychologists, LOU #10 on behaviour consultants)	September 1, 2024
Grid increases	As noted in Appendix B

- 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, slowdowns or stoppages of work on the part of the employees, nor any lockout on the part of the Board.

ARTICLE 3 DEFINITIONS

- 3.1 "Association" shall mean the Calgary Board of Education Staff Association and shall include an officer or delegate thereof.
- 3.2 "Board" shall mean the Calgary Board of Education and shall include an officer or delegate thereof.
- 3.3 "Common-law" spouse is defined as a partner in a relationship where the individuals have been cohabiting for a minimum of one (1) year or a child has resulted from the union and is documented by the most current declaration by the employee in the personnel file with the Board.
- 3.4 A "continuous" employee is a person who is employed without a specified end date who may be a twelve-month employee or a ten-month employee.

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

Should a termination of a continuous employee occur during the employee's probationary period, any grievance related to the termination shall not proceed past Level II in the grievance procedure as defined in Article 23.

The probationary period does not apply to a continuous employee who previously completed a probationary period as a term specific employee in the same position description within the previous four (4) months, excluding school breaks for ten-month employees, where:

- a) there have been no breaks in service with the Board;
and
- b) the employee has not resigned or relinquished the term specific position other than to accept a continuous position.

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

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

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

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

- a) for a project or activity 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 an 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.

Should a termination of a continuous employee occur during the employee’s probationary period, any grievance related to the termination shall not proceed past Level II in the grievance procedure as defined in Article 23.

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

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

ARTICLE 4 RECOGNITION AND APPLICATION

- 4.1 The Board and the Association agree that this Agreement shall cover those Professional Support Staff employees whose bargaining rights are included under Certificate No.524-92. It shall not cover positions listed as excluded in the Certificate and further positions excluded by mutual agreement or by amendments to the Certificate.
- 4.2 No employees shall be discriminated against by either party or jeopardized in employment status or suffer any loss of employment because of exercising any right provided by law or by this Agreement.
- 4.3 No union activity, including grievance handling, shall take place on Board property, at work sites, or during working hours, without the permission of Management responsible for the school or respective work area unless emergent circumstances prevent obtaining permission in advance. Permission for such activity shall not be unreasonably withheld.
- 4.4 Time off with pay shall be permitted, to a maximum of four (4) Association representatives, during discussions applicable to grievances presented by employees and for meetings called by Management, exclusive of arbitration hearings and negotiations for new or revised agreements. All time off must receive prior approval of Management.

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

Employment

- 5.1 All applicants selected for continuous positions, other than 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 Posting

- 5.2.1 Vacancies for continuous positions, except for those listed below, will be posted electronically for five (5) working days. Postings will include the following information: location, outline of the position, full time equivalency, 10 month or 12 month, and annual salary.

Vacancies which are not normally posted are:

- a) vacancies filled pursuant to provisions in Clause 30.2 (administrative transfers);
- b) when staff are pending recall pursuant to Clause 7.5 (Recall Procedures).

5.2.2 A continuous position which is temporarily vacant and is occupied by a term specific employee 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, and efficiency, 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 the skills, knowledge, training, experience, and efficiency of each candidate.

5.4.3 When candidates are considered to be relatively equal based on skills, knowledge, training and experience, seniority will be the deciding factor.

5.4.4 Normally, successful employee applicants shall be appointed to the new positions within fourteen (14) days from the date of selection; and where such an appointment has been made, the Staff Association shall be notified within fourteen (14) days thereof.

Trial Periods

5.5.1 A continuous employee who changes to a different position description by means of a posted vacancy or whose position is reclassified to a higher grade, shall have a trial period of six (6) months (as per Clause 3.9). If the employee does not wish to remain in the position or proves unsatisfactory during the trial period, Management shall place the employee in the employee's former continuous position, or its equivalent in pay, as soon as possible. If a vacant equivalent position is not available within two (2) months, the employee will be identified for layoff in accordance with Article 7 based on their position prior to the trial period.

5.5.2 An employee who refuses to accept a reasonable transfer will be laid off effective immediately. The employee may apply for posted positions as a continuous employee for one year from the date of layoff.

Job Share

5.6.1 The Board may approve two continuous employees to share a job for a period of one year. Applications for job share must be received prior to March 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 full-time equivalency 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 position description 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.

5.8.2 If inactive job descriptions are reactivated, the salary grade for the job will be subject to the process in the Letter of Understanding #2 – Clause 8.8.1 – Job Evaluation

ARTICLE 6 TERMINATION

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

6.2 Whenever an employee's services are terminated, except as provided for in Clauses 3.4, 3.7 and 30.2, the employee shall receive written notice of termination of employment of at least:

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

The employee shall receive:

- 1) notice of termination; or
- 2) a sum of money equal to the wages the employee would have earned if the employee had worked their regular hours of work for the period of notice applicable to the employee; or
- 3) a combination of (1) and (2) above.

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

- a) the employee has remained eligible for recall in accordance with Article 7.5; and
- b) the allowance is based on the employee’s salary as at the date of layoff.

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

ARTICLE 7 LAY-OFF AND RECALL

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

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

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

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

7.5 Employees laid off in accordance with this Article shall retain recall rights for a period of one (1) year from the date of actual lay-off except in circumstances where there is mutual agreement between the Board, the Association and the employee to reduce the recall period. Employees shall be recalled on the basis of firstly, position description and secondly, seniority.

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

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

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

ARTICLE 8 SALARY ADMINISTRATION

Pay Day

8.1.1 Pay day shall be every second Friday. Each pay period, employees shall receive a statement showing deductions and adjustments and their pay shall be deposited into the employee's bank account(s). The employee is accountable to provide bank account numbers for up to two (2) deposit accounts. If a pay day falls on a general holiday, then the pay day shall be the preceding business day. For purposes of this clause, "business day" shall mean any day between Monday and Friday, inclusive, which is not a statutory holiday.

8.1.2 Ten-month (10) employees shall receive an annual salary and the first pay day shall occur at the end of the pay period in which the first day worked for the new school year has taken place. Changes in the salary grid in Appendix "B" effective September 1st will take effect at the beginning of the first pay period of the new school year.

Salary Grids

8.2 The applicable salary grades for positions covered by this Agreement in Appendix "A" are attached.

8.3 Employees shall be paid in accordance with the applicable rates of pay in Appendix "B".

8.4 New employees normally start at the minimum of the salary range in the appropriate salary grades. However, past relevant experience will be considered in establishing the employee's starting salary. Relevant experience will be considered when

experience is in an identical or very similar type of work and following appropriate certification.

- 8.5 Rates other than those listed in Appendix “B” may be established only by mutual agreement of both parties.

Increments

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

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

Subsequent Placements

- 8.7.1 A continuous employee whose position is reclassified to a position of a higher grade, or is promoted, shall be paid the greater of the minimum rate of the new salary range or a step in the new range which is two (2) steps higher than the employee’s present rate.

- 8.7.2 An employee who is temporarily appointed, in writing to a supervisory position for a period exceeding five (5) consecutive working days shall receive the greater of the minimum of the applicable grade, or the salary step in the grade that provides an increase in salary of at least ten (10) percent of the employee’s current salary. This salary increase shall be payable from the effective date of the appointment.

- 8.7.3 An employee who is placed into a position affected by the terms and conditions of employment for the Professional Support Staff from another position within the Calgary Board of Education, whether it be unionized or not, shall not suffer a reduction in total compensation (defined as salary plus applicable allowances). If the total compensation is within the salary range of the employee’s new grade, the employee shall be eligible for performance and/or general salary increases, provided they do not exceed established limits and/or the maximum of the salary range.

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

Job Classification

- 8.8.1 When new position descriptions are to be classified, or changes to existing position descriptions are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled “Letter of Understanding #2 Re: Clause 8.8.1 - Job Evaluation” of Appendix “C” of this Agreement.
- 8.8.2 When new salary grades are established, or changes to existing salary grades are deemed necessary or advisable by Management, the parties agree to implement and follow the process entitled “Letter of Understanding #3 Re: Clause 8.8.2 – Salary Grades” of Appendix “C” of this Agreement.
- 8.8.3 A continuous employee whose position is reclassified to a lower grade or who is transferred to a position of a lower grade due to organizational changes will be red circled and:
- a) will retain the salary they held prior to the date of reclassification or transfer; and
 - b) will be eligible for transfer by Management to positions equivalent in grade to that for which the employee is being paid.
- 8.8.4 If an employee who has been red circled refuses a reasonable transfer to a position with an equivalent job evaluation classification to that for which the employee is being paid, the employee’s salary shall be adjusted downward to the appropriate step in the lower grade (to a step which is closest to, but not greater than, the employee’s current salary).

ARTICLE 9 ANNUAL SERVICE AWARD

- 9.1 An annual service award of three hundred (\$300) dollars shall be paid to continuous employees on staff as of December 1st of each year and who have been employed by the Board for a period of not less than fifteen (15) continuous years. This shall also apply to employees on paid sick leave, Workers' Compensation and up to the first two (2) years of long-term disability, or up to the first two (2) years of general health leave. The service award shall be paid on or before December 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 or who are on a leave of absence shall not be entitled to receive additional compensation for time spent at the Staff Association Convention.
- 10.2 Those employees who serve as members of the Staff Association Convention Committee (up to a maximum of (15) fifteen) shall receive two (2) days with pay to attend the Convention.

ARTICLE 11 HOURS OF WORK

- 11.1 The working hours for ten-month employees, not in receipt of any administrative allowance, shall be thirty-five (35) hours per week.
- 11.2 Ten-month employees are expected to maintain their hours of work during the period from the opening day of the school year to the closing day of the school year, including those days/periods when the schools are operating at less than normal levels.
- 11.3 For ten-month employees, ten (10) months employment in a school year constitutes a full employment year.
- 11.4 Twelve-month employees shall normally work an extra fifteen (15) minutes per day in lieu of the eight (8) Fridays off during the months of July and August.

The provision of this Clause, which allows for eight (8) days off for twelve-month employees, is not intended to create additional accounting.

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

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

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

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

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

ARTICLE 12 NUMBERING

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

ARTICLE 13 GENERAL HOLIDAYS

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

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

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

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

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

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

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

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

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

**When Remembrance Day falls on a Saturday or Sunday, the day off with regular pay in lieu of the holiday will be scheduled on a day that is mutually agreed to by the

Board and Staff Association. Notwithstanding the foregoing, the holiday shall be considered as earned on November 11.

- 13.3 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.
- 13.4 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.
- 13.5 No deductions in the wages or salaries of any employee shall be made on account of the aforementioned holidays regardless of the same occurring during regular work period. However, if an employee is absent on the employee's working day immediately prior or following the general holiday, no payment shall be made for the general holiday unless the absence is covered by proof of sickness as outlined in Article 15 or with Board consent.
- 13.6 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.
- 13.7 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.
- 13.8 Employees who work on Stampede Parade Day shall receive one half (½) of a normal working day off with pay, provided that the day is a regularly scheduled work day. Where December 24 and December 31 are working days, offices will open at 8:30 a.m. and close at 12:00 noon on those days and employees scheduled to work will be released at that time without loss of pay or reduction of vacation entitlement. Subject to the requirement to remain open for service to the public until noon, employees who work less than full-time may be released on a pro-rated basis on those days.

ARTICLE 14 VACATIONS

- 14.1 During the first year of service, twelve-month employees shall be granted one and one-half (1 1/2) days vacation with pay for every full month worked prior to July 1, to a maximum of fifteen (15) working days.
- 14.2 Subsequent vacations with pay for twelve-month employees shall be based upon full years of continuous service prior to July 1, in each year, on the basis of the following schedule:
- | | |
|-----------------------|---|
| After one (1) year: | Twenty (20) working days annual vacation. |
| After five (5) years: | Thirty (30) working days annual vacation. |

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

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

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

14.4 Vacations shall be assigned by Management, after consideration to efficient operation and to the wishes of the employees. Employees entitled to a minimum annual vacation of twenty (20) working days may defer up to ten (10) working days until the following year, if the request is approved by the Superintendent concerned. June 30 shall be established as the date for such deferments.

14.5 While on annual vacation, an employee is entitled to the provisions of Article 16.

14.6 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.

14.7 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.

14.8 The vacation hours accrued for a twelve-month employee who works less than full time hours are prorated based on the employee's full-time equivalency. The vacation hours used on an assigned vacation day equal the number of hours the employee would otherwise have worked on that day.

ARTICLE 15 SICK LEAVE WITH PAY

15.1 Subject to the provisions of this Article, sick leave with pay shall be granted to an employee:

- who is unable to attend work on account of injury, illness or disability of the employee, or
- for the purpose of obtaining necessary medical or dental treatment.

15.2 Employees shall earn sick leave with pay at the rate of one (1) day per pay period (based on their full-time equivalency) commencing with the first entire pay period worked by an employee. Employees do not earn sick leave with pay on layoff pending recall, secondment, leave of absence without pay 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, and vacation.

- 15.3 Ten-month employees shall accumulate their unused sick leave to a maximum of two hundred (200) days (based on their full-time equivalency). Twelve-month employees shall accumulate their unused sick leave to a maximum of two hundred and forty (240) days (based on their full-time equivalency). 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 medical practitioner, including (but not limited to) a doctor, dentist, midwife, nurse practitioner, 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 an employee does not have accumulated sick leave available, they will be moved to sick leave without pay. 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 return to work in accordance with clause 15.9.
- 15.8 An employee who obtains sick leave with pay by fraudulent means shall be subject to disciplinary action up to and including termination of employment.
- 15.9 Employees on sick leave may be required to participate in disability management process to support the duty to accommodate as well as safe and timely return to work

for employees. This includes the employees' provision of reasonable medical documentation to inform leave and accommodation processes.

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

ARTICLE 16 COMPASSIONATE LEAVE OF ABSENCE

16.1 On request, an employee shall be granted up to five (5) days leave of absence, with pay, in the event of serious injury, major surgery, critical illness or other family emergency for the purpose of attending to the needs of a "near relative", as defined in clause 16.2. Additional leave may be granted at the discretion of the Superintendent of Human Resources, or designate, should the circumstances warrant extra time.

16.2 For the purpose of this agreement, "near relative" shall be defined as the following relationships to the employee or the employee's spouse including common-law spouse:

- spouse, including common-law spouse
- grandparent
- parent, including legal guardians
- brother
- sister
- child, including legal wards
- grandchild
- the respective spouses of all of the above
- any other relative who has resided in the home for at least two years
- such other person as the Superintendent of Human Resources or designate may approve.

16.3 On request, an employee shall be granted a maximum of three (3) days leave of absence, with pay, to attend the funeral/memorial service of a "near relative", as defined in clause 16.1, if the funeral/memorial service is in or near the city. An additional two (2) days shall be granted if further time is required for travel purposes.

16.4 Where an employee does not attend the funeral/memorial services of the "near relative", as defined in clause 16.1, reasonable leave may be granted at the discretion of the Superintendent of Human Resources or designate.

ARTICLE 17 PARENTAL LEAVES OF ABSENCE

17.0 General Provisions

17.0.1 An employee's position will be held for the employee while on Maternity Leave or Adoption Leave and for a maximum of seventy-eight (78) continuous weeks when the employee takes Maternity Leave or Adoption Leave in combination with Parental Leave.

The position of an employee who takes a Parental Leave, who has not accessed maternity leave or adoption leave, will be held for the employee for a maximum of sixty-two (62) continuous weeks.

The employee's position may be filled on a temporary basis without posting requirements. Upon expiry of the position being held it will be posted and staffed in accordance with the applicable clauses in Article 5 and 7.

17.0.2 When an employee returns from a Maternity Leave, Adoption Leave, Parental Leave or a combination of these leaves they shall be reinstated in the position occupied at the time the leave commenced, or, if that position has been eliminated, shall 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 leave commenced.

17.0.3 An employee returning from a General Leave Without Pay that is in addition to Maternity Leave, Adoption Leave, Parental Leave, or a combination of those leaves, shall be subject to layoff and recall in accordance with Article 7.

17.1 Maternity Leave

17.1.1 Upon request, an employee who has been employed for a minimum of 90 calendar days shall be entitled to maternity leave of absence for a period of up to twenty-six (26) weeks. 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 twenty-six (26) weeks 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 thirteen (13) 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 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 17.1.5, 17.1.6, and 17.1.7.

17.1.5 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.

17.1.6 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.

17.1.7 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

17.2.1 Upon request, an employee who has been employed for a minimum of 90 calendar days 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 twenty-six (26) weeks.

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 A continuous employee may be granted up to a maximum of three (3) days with pay for the purpose of completing necessary documentation and requirements relating to the adoption and custody of a child.

17.3 Parental Leave

17.3.1 Upon request, an employee who has been employed for a minimum of 90 calendar days 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 combined shall not exceed seventy-eight (78) weeks.

17.3.2 An employee who has not accessed maternity leave or adoption leave who has been employed for a minimum of 90 calendar days is entitled to a parental leave without pay of up to sixty-two (62) weeks within the seventy-eight (78) 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 General Leave Without Pay that is in addition to the leave provided in Clauses 17.3.1 or 17.3.2 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.

17.4 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 sixty-two (62) weeks in duration by providing notice in writing at least thirty (30) calendar days in advance of the return date.

17.4.4 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 Professional Improvement Fellowship Leave, Leaves of Absence under Article 19 or any combination of these leaves.

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

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

- b) All applications for a Fellowship shall be accompanied by a clear statement of the purposes as identified in 18.2(a).
- c) Applications shall be submitted to the Superintendent of Human Resources or designate by December 31, for activities commencing on September 1 or after September 1 of the following year.
- d) The Superintendent of Human Resources shall forward all applications to a Committee consisting of two (2) representatives from C.B.E. Staff Association and three (3) representatives from the Calgary Board of Education Administration which are to include the following:
 - Director from the service unit with the largest number of professional support staff
 - Director responsible for support staffing
 - Superintendent of Human Resources or Designate
- e) The committee shall consider each application and decide whether or not to grant the Fellowship. Its decisions and supporting rationales shall be communicated to the appropriate CBE personnel and the employee by January 31.
- f) An employee granted a Professional Improvement Fellowship shall be paid sixty-five percent (65%) of their earnings (including Vacation Pay) to which the employee is entitled, to be administered in accordance with Article 8 of the Collective Agreement. 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.
- g) Employees granted financial assistance shall enter into a written agreement with the Board to serve for twice the period for which the Professional Improvement Fellowship was granted. Employees shall undertake to reimburse the Board for the portion of assistance for which the return service commitment is deficient should they separate from the Board's service.

ARTICLE 19 LEAVES OF ABSENCE

General Provisions

- 19.1 An employee's position will be held for the employee for a maximum of twelve (12) continuous months when the employee takes Professional Improvement Fellowship Leave, Leaves of Absence under Article 19 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.

General 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 and shall not unreasonably be withheld. 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.
- 19.7.1 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.
- 19.7.2 An employee who wishes to return from a General Leave Without Pay prior to their scheduled return date shall notify Human Resources in writing not fewer than three (3) weeks prior to the new return date.

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 five (5) 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.
- Three (3) days of personal leave shall be paid at full pay and the remaining two (2) days, if taken, shall be paid at the rate of one-half (1/2) of the employee's regular rate of pay. All Personal Leave Days must be taken as full days.

Religious Holy Days

- 19.10 An employee is entitled to leave with full pay for religious holy days, the observance of which, is a reasonable expectation of the religious faith and precludes the employee from working. It is the employee's responsibility to advise their supervisor of the upcoming religious holy days preferably at the start of each school year or upon commencement of duties if after the start of school year, and at least two (2) weeks in advance.

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.

Rewrites of the same examination will be permitted one (1) time, after which employees requiring leave to rewrite the same examination must use unpaid or other appropriate leave.

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 Medical Officer.

- 19.16 Other unpaid leaves will be addressed and align with applicable Alberta Employment Standards legislation. Such leaves include but are not limited to the following:

- i. Reservist Leave
- ii. Compassionate Care Leave
- iii. Domestic Violence Leave

- iv. Citizenship Ceremony Leave
- v. Death or Disappearance of Child Leave
- vi. Critical Illness of a Child Leave

Requests for time off in excess of that provided for under Employment Standards will be considered on a case-by-case basis by the Superintendent of Human Resources or designate.

ARTICLE 20 GROUP BENEFITS PLAN

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

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

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

20.2.2 An employee who is on layoff pending recall or who is absent for more than four (4) weeks on a 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.

20.2.3 Participation in the Plan shall continue, and coverage will be maintained at the Board's expense for the following category of members:

Members who are awaiting a determination of their eligibility for long-term disability and their accumulated sick time has expired or will expire prior to their eligibility for such long-term disability. In such cases, the Board will provide coverage at the Board's expense for a maximum period of ninety (90) calendar days or sixty (60) working days or when all the member's accumulated sick leave has been used, whichever is later.

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

	<u>Board</u>	<u>Employee</u>
Life and Accidental Death and Dismemberment	100%	0%
Supplementary Health Benefits	100%	0%
Dental 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/Wellness Account

20.7.1 On January 1, the Board will contribute an annual amount of \$800 to a Health Spending Account and/or a Wellness Account, to be selected by the member, for eligible full-time employees covered by this agreement. Eligible employees will be employees who are actively at work, on maternity leave, on paid sick leave, on extended disability or on WCB as of the first working day of the applicable calendar year.

An employee hired after the first working day in the calendar year, will be eligible for the Health Spending Account and/or Wellness 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 \$800 to a Health Spending Account and/or Wellness 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 and/or Wellness Account will be pro-rated for employees who occupy a position less than 35 weekly hours of work. Notwithstanding such pro-ratio, the annual contribution for any employee shall not be less than \$400. 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 and/or Wellness Account will be carried forward to the extent permitted by law. Employees leaving the Board will forfeit any remaining balance.

ARTICLE 21 PENSION PLAN/SERVICE GRATUITY

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

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

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

After ten (10) years' continuous service

- one (1) month's salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

After fifteen (15) years' continuous service

- two (2) months' salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

After twenty (20) years' continuous service

- three (3) months' salary based on the employee's final earnings with the Board unless the employee advises Human Resources, prior to retirement or resignation, of higher earnings in a previous year.

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

ARTICLE 22 SENIORITY

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

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

ARTICLE 23 GRIEVANCE PROCEDURE

Guidelines

23.1.1 A grievance is a difference regarding the interpretation, application, operation or alleged contravention of this Collective Agreement or the imposition of disciplinary action.

23.1.2 An employee is entitled to representation by the Association at any step of the grievance procedure and is advised to seek such representation as early in the dispute as possible.

23.1.3 An interest-based problem-solving approach is recommended for use in resolving disputes. If mutually agreed, either party may apply for a third-party grievance mediator to assist in resolving a dispute at any time during the process.

23.1.4 All grievances shall be submitted, in writing, setting forth:

- a) the section or sections of the Collective Agreement alleged to have been misapplied or violated;
- b) the nature of the grievance;
- c) the remedy sought.

- 23.1.5 The use of the word "days" in this Article means working days.
- 23.1.6 In the event that a grievance is submitted as a result of an employee being terminated, the grievance will be submitted at Level II of the grievance procedure.
- 23.1.7 The time limits referred to in this Article may be extended by written mutual agreement of the parties.
- 23.1.8 Grievances submitted later than the specified time limits shall be considered null and void. Grievances advanced later than the specific time limits shall be considered abandoned.

Level I

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

Level II

- 23.3.1 Where a grievance is advanced to Level II, it shall be advanced, in writing, to the Chief Superintendent of Schools with a copy to those involved in the previous level.
- 23.3.2 The Chief Superintendent of Schools or designate if the grievance is not a policy grievance, shall arrange a hearing 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. Policy grievances shall be submitted at Level II of the grievance procedure.
- 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 an employee is prevented from performing the employee's regular work with the "Board" on account of an occupational accident occurring in the performance of the employee's duties with the "Board", that is recognized by The Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the "Board" will supplement the award made by The Workers' Compensation Board for loss of wages to the employee by an amount which, when added to the award, will equal one hundred (100%) percent of the employee's net wage (gross minus Canada Pension Plan (CPP) and Employment Insurance (EI) deductions). This supplement shall be paid by the "Board" while the employer, on behalf of the employee, receives compensation from the Workers' Compensation Board or until the employee reaches retirement age.

ARTICLE 26 PROTECTIVE CLOTHING

26.1 When the work performed by an employee requires that protective clothing or equipment be worn, as determined by Management, such clothing or equipment shall be provided in such qualities and quantities as deemed by Management to be sufficient and without cost to the employee.

26.2 Disposable surgical gloves will be provided for all First Aid Kits.

ARTICLE 27 VEHICLE ALLOWANCE

27.1 Employees shall be reimbursed at the current effective rate for distance travelled on Board business.

27.2 In addition, those designated to use their personal vehicles will be reimbursed for the difference in premium between normal pleasure driving vehicle insurance and insurance for business use of a vehicle, subject to their providing proof to Management of the extra charge from the insurance company.

ARTICLE 28 PARKING

28.1 The Board agrees that with exception of the Education Centre building available unserviced parking will be accessible, without charge, to employees covered by this Agreement. Where employees choose to access available serviced parking, they will be subject to an associated utility fee as set by the Board. Where employees choose to access available parking at the Education Centre building, they will be subject to a fee as set by the Board.

ARTICLE 29 STAFF DEVELOPMENT FUND

29.1 Effective September 1, 2015, a fund in the amount of one hundred and forty-five thousand dollars (\$145,000) is available annually to members of the Professional Support Staff employee group for the purpose of professional development.

29.2 Effective September 1, 2015, the amount of the fund referred to in Clause 29.1 may be enhanced by up to ten thousand (\$10,000.00) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of five thousand (\$5,000.00) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed one hundred and fifty thousand dollars (\$150,000) in each fiscal year.

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

29.4 It is the responsibility of the Professional Support Staff Advisory Committee Chair, or 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 three (3) Professional Support Staff 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 one thousand (\$1,000.00) dollars shall be allocated on an annual basis for the administration of this Staff Development Fund. For all funds above the first eight thousand (\$8,000) dollars provided by the Board in Clause 29.1 and Clause 29.2, up to twenty (20) percent may be allocated by the Staff Association to the administration of the Staff Development Fund.
- 29.7 In the event that unallocated funds in the Staff Development Fund exceed the current year's annual amount as of 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, layoff 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 the 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 has been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.
- 30.3.2 The Board shall state in each written reprimand, or other disciplinary action, the period for which it shall remain on the employee's personnel file and that employee, and the Association shall be so notified.
- 30.3.3 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, written reprimand, or other disciplinary action, is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.

ARTICLE 31 WORKPLACE RELATIONSHIP COMMITTEE

- 31.1 This joint Committee shall meet to discuss and resolve matters related to systemic workplace concerns. The Committee shall be composed of:

- a) up to six (6) representatives appointed by Management; and
- b) up to six (6) representatives appointed by the Staff Association.

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

ARTICLE 32 RETROACTIVITY

- 32.1 All articles in this Agreement unless otherwise specified shall become effective on the date of ratification of this Agreement.

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

ARTICLE 33 SECONDMENT

- 33.1 Upon request for leave, a member of the Staff Association shall be seconded from the Board to the Calgary Board of Education Staff Association.

- 33.2 There shall be no cost to the Board during the leave.

- 33.3 The Staff Association member shall receive an applicable salary from the Board according to the current Collective Agreement and shall be subject to its provisions. The Staff Association shall reimburse the Board for such member at such periods as the Board may request.

- 33.4 The duration of this leave shall be for the term specified in the secondment contract.
- 33.5 The Staff Association Chairperson shall advise the Superintendent of Human Resources in the event an extension is necessary.
- 33.6 The Staff Association member will be returned to the position held prior to commencement of the leave, or if not available, to a position consistent with their previous experience at not less than the salary and other benefits that were applicable at the time the leave commenced.

Third Party Secondment

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

ARTICLE 34 INFORMATION

- 34.1 Unless otherwise stated, the Board shall provide reports to the Association on September 15, October 31, February 5, and May 15 regarding the following information.

A seniority list of continuous, term specific and employees containing the following information, which will be sortable by each of the fields:

- Employee Name
- Employee Number
- Seniority Date
- Seniority Rank
- 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)
- Home Address
- Home Telephone Number
- When position is commenced if term-specific
- When position is scheduled to end if term-specific

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 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 #4 Re: Contracting Out will be implemented.
- 36.3 Any decision to contract out services will be done in an open, honest and ethical manner.

ARTICLE 37 TRAINING

- 37.1 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” STAFF ASSOCIATION – PROFESSIONAL SUPPORT STAFF

Grade I

Grade II

Community Engagement Planner
Family Oriented Program Facilitator
Justice Liaison Worker

Grade III

Behaviour Consultant
Diversity & Learning Support Advisor
Health Advisor
Home/School Liaison Counsellor
Mental Health Resource Advisor
School/Family Liaison Worker

Grade IV

Attendance Counsellor
Behaviour Analyst
Education Audiologist
Occupational Therapy Consultant
Orientation & Mobility Instructor for the Visually Impaired
Physical Therapy Consultant
Psychologist
Speech Language Pathologist
Team Leader – Psychological Support Services
Team Leader – Support Services for Inclusive Learning

**APPENDIX “B” STAFF ASSOCIATION – PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULE**

10 Month Employees

Effective September 1, 2022									
Grade		0	1	2	3	4	5	6	7
I	Hourly	34.95	37.43	39.42	41.44	43.62			
	Biweekly	2446.82	2619.96	2759.66	2901.00	3053.15			
	Annual	53829.99	57639.01	60712.52	63822.11	67169.37			
II	Hourly	41.39	43.51	45.80	47.92	50.43	52.55		
	Biweekly	2897.63	3046.05	3205.82	3354.55	3530.02	3678.40		
	Annual	63747.99	67012.94	70521.83	73800.16	77660.46	80924.94		
III	Hourly	45.59	47.98	50.20	52.83	55.05	57.47	59.53	
	Biweekly	3191.11	3358.48	3514.29	3698.14	3853.56	4022.98	4167.38	
	Annual	70204.34	73886.62	77314.3	81358.99	84778.43	88505.48	91682.34	
IV	Hourly	54.16	56.39	58.78	61.05	63.79	66.02	68.29	71.16
	Biweekly	3790.86	3947.34	4114.94	4273.67	4465.43	4621.65	4780.02	4981.39
	Annual	83398.94	86841.54	90528.72	94020.77	98239.43	101677.3	105160.5	109590.5

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

Effective February 1, 2024 (subject to revision based on gain-sharing formula)									
Grade		0	1	2	3	4	5	6	7
I	Hourly	35.48	37.99	40.02	42.06	44.27			
	Biweekly	2483.52	2659.25	2801.05	2944.52	3098.95			
	Annual	54637.44	58503.6	61623.21	64779.44	68176.91			
II	Hourly	42.02	44.17	46.48	48.64	51.19	53.34		
	Biweekly	2941.10	3091.74	3253.91	3404.87	3582.97	3733.58		
	Annual	64704.21	68018.13	71579.66	74907.17	78825.37	82138.82		
III	Hourly	46.27	48.70	50.96	53.62	55.88	58.33	60.43	
	Biweekly	3238.97	3408.86	3567.00	3753.61	3911.37	4083.32	4229.89	
	Annual	71257.41	74994.92	78474.01	82579.38	86050.1	89833.06	93057.58	
IV	Hourly	54.97	57.24	59.67	61.97	64.75	67.01	69.31	72.23
	Biweekly	3847.72	4006.55	4176.67	4337.78	4532.41	4690.97	4851.72	5056.11
	Annual	84649.92	88144.16	91886.65	95431.08	99713.02	103202.4	106737.9	111234.4

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

**STAFF ASSOCIATION - PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULE**

12 Month Employees

Effective September 1, 2022									
Grade		0	1	2	3	4	5	6	7
I	Hourly	34.95	37.43	39.42	41.44	43.62			
	Biweekly	2446.82	2619.96	2759.66	2901.00	3053.15			
	Annual	63617.26	68118.83	71751.16	75426.13	79381.98			
II	Hourly	41.39	43.51	45.80	47.92	50.43	52.55		
	Biweekly	2897.63	3046.05	3205.82	3354.55	3530.02	3678.40		
	Annual	75338.46	79197.18	83351.27	87218.41	91780.53	95638.46		
III	Hourly	45.59	47.98	50.20	52.83	55.05	57.47	59.53	
	Biweekly	3191.11	3358.48	3514.29	3698.14	3853.56	4022.98	4167.38	
	Annual	82968.77	87320.55	91371.45	98176.54	100192.69	104597.39	108351.86	
IV	Hourly	54.16	56.39	58.78	61.05	63.79	66.02	68.29	71.16
	Biweekly	3790.86	3947.34	4114.94	4273.67	4465.43	4621.65	4780.02	4981.39
	Annual	98562.38	102630.91	106988.49	111115.46	116101.15	12027.83	124280.48	129516.10

Note: "Hourly" is the official rate of pay. "Bi-Weekly" and "Annual" are provided for information purposes only.

Effective February 1, 2024 (subject to revision based on gain-sharing formula)									
Grade		0	1	2	3	4	5	6	7
I	Hourly	35.48	37.99	40.02	42.06	44.27			
	Biweekly	2483.52	2659.26	2801.05	2944.52	3098.95			
	Annual	64571.52	69140.62	72827.42	76557.52	80572.71			
II	Hourly	42.02	44.17	46.48	48.64	51.19	53.34		
	Biweekly	2941.09	3091.74	3253.91	3404.87	3582.97	3733.58		
	Annual	76468.54	80385.14	84601.54	88526.69	93157.24	97073.04		
III	Hourly	46.27	48.70	50.96	53.62	55.88	58.33	60.43	
	Biweekly	3238.98	3408.86	3567.00	3753.61	3911.36	4083.32	4229.89	
	Annual	84213.30	88630.36	92742.02	99649.18	101695.58	106166.35	109977.14	
IV	Hourly	54.97	57.24	59.67	61.97	64.75	67.01	69.31	72.23
	Biweekly	3847.72	4006.55	4176.66	4337.78	4532.41	4690.97	4851.72	5056.11
	Annual	100040.82	104170.37	108593.31	112782.19	117842.66	12208.25	126144.68	131458.85

Note: "Hourly" is the official rate of pay. "Bi-Weekly" and "Annual" are provided for information purposes only.

*****Gain Sharing Formula:**

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective on February 1, 2024.

“Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

The “Average of All Private Forecasts for Alberta’s Real GDP” for 2023 will be published in Alberta Budget 2024. The Provincial Bargaining Coordination Office (PBCO) can assist your organization with determination of the formula in February of 2024.

APPENDIX “C” LETTERS OF UNDERSTANDING AND INTENT

LETTER OF UNDERSTANDING #1

CRITERIA FOR DETERMINING THE PROFESSIONAL SUPPORT STAFF (PSS) EMPLOYEE GROUP

The Professional Support Staff (PSS) employee group will be comprised of jobs in the Behavioral Sciences/Health Sciences field(s) that meet all four of the following criteria:

1. The job requires a degree or specialized diploma/certificate that provides an incumbent expertise in a specific discipline that is required by the Calgary Board of Education or by the associated professional community to perform job responsibilities.
2. The job requires an incumbent to work standard and non-standard business hours due to the nature of the job responsibilities and job design.
3. The job requires an incumbent to be self-managed and to take independent action in performing their job assignment. As well, the performance expectations and objectives for the incumbent are largely set by both professional ethics and standards as well as by Calgary Board of Education management.
4. The job provides either educational support services directly for students and parents or the job provides health support services directly for the employees of the Calgary Board of Education.

LETTER OF UNDERSTANDING #2

CLAUSE 8.8.1 – 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 8.8.1 of this Collective Agreement.

1. When Management deems it necessary or advisable to evaluate a new position description or revise an existing position description, the matter will be submitted to the Job Evaluation Committee for consideration. The composition of this committee shall include:
 - a designate from Human Resources as Chair;
 - management representatives from appropriate C.B.E. work units;
 - an ex-officio (non-voting) designate from the C.B.E. Staff Association.
2. Decisions arising from the Job Evaluation Committee shall be communicated jointly by the Chair or their designate and the Staff Association representative to the Staff Association within seven (7) days. Agreement by the Staff Association will result in the issue being formally signed off.
3. Should the Staff Association fail to agree with a decision of the Committee, a meeting with the Association shall be called by the Chair or their designate to discuss unresolved issues. If agreement is reached, the decision is recommended to the Job Evaluation Committee and, if accepted, re-submitted to the Staff Association to be formally signed off.
4. In the event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
5. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

LETTER OF UNDERSTANDING #3

CLAUSE 8.8.2 – 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 8.8.2 of this Collective Agreement.

1. When Management establishes new salary grades or effects changes to existing salary grades, a designate from Human Resources shall advise the Staff Association in writing seven (7) days prior to any employee(s) being notified.
2. Should the Staff Association deem the new salary grades, or changes effected to existing salary grades, as established by Management, to be unsatisfactory, the Association may request a meeting with the designate of Human Resources in an attempt to resolve any outstanding issues. If agreement is reached, the decision is formally signed off.
3. In the event that no agreement is reached, the parties agree to submit the dispute to two (2) appointees qualified in wage determination and administration, one of whom is appointed by Management and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting. Agreement by the appointees shall be final and binding upon both parties.
4. Should the appointees fail to unanimously reach a decision, they may appoint a third party to serve as Chair, who holds similar qualifications and is experienced in the field of job evaluation. A majority decision of the three (3) appointees shall be final and binding upon both parties.

LETTER OF UNDERSTANDING #4

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 Staff Association of such situations.
3. The Staff Association may request the opportunity to meet with management of the work unit considering contracting out. The Superintendent of Human Resources, or designate, will arrange for the parties to meet and will assist in establishing an agenda. It is understood that this will occur in a timely fashion.
4. The Staff Association and Management will meet to:
 - enable the parties to articulate and understand the rationale for considering the contracting out service;
 - clarify the interests of the parties;
 - identify and address the potential impact of contracting out on the Staff Association and its members;
 - explore options to contracting out that may lessen the impact on the Staff Association and its members.

It is understood that the parties may mutually agree to meet on more than one occasion to address identified issues. The Superintendent of Human Resources, or designate, will, at the request of either party, facilitate such meetings.

5. The parties agree to communicate any decisions reached to Staff Association members affected. The process for such communications may be mutually agreed upon.
6. Following the implementation of any decisions relating to the contracting out of services, and where such actions impact the Staff Association and its members, the parties agree to meet to assess and evaluate the process outlined in this document. The Superintendent of Human Resources, or designate, will assume responsibility for seeing that this occurs.

LETTER OF UNDERSTANDING #5

PROVISIONAL PSYCHOLOGISTS – TERMS AND CONDITIONS OF EMPLOYMENT

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

- Provisional Psychologists will commence ten (10) months of work at the beginning of the traditional school year and shall conclude their work at the end of the traditional school year.
- Provisional Psychologists will be remunerated for 70 hours bi-weekly at the hourly rate for Grade I, Step 0 as per Appendix “B”.
- Provisional Psychologists will receive six (6) percent vacation pay.
- Applicable union dues will be deducted from Provisional Psychologists’ pay.
- The Calgary Board of Education will contribute the employer’s portions of CPP and EI and will contribute WCB premiums.
- Where Provisional Psychologists participate in extensions of their professional responsibilities beyond thirty-five (35) hours per week, lieu time will be provided in accordance with Article 11.5.
- All other employment provisions, including seniority, of the Staff Association Professional Support Staff and Calgary Board of Education collective agreement shall not apply to Provisional Psychologists.

LETTER OF UNDERSTANDING #6

AREA LEADER AND TEAM LEADER

Allowance

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

	10-month employee	12-month employee
September 1, 2015	\$ 5,398.34	\$ 6,406.00

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

Term

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

Trial Period

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

Reversion

The Team Leader or Area Leader will revert to the position description of their profession within their work unit. Reversion will occur in the following circumstances:

- a) Conclusion of the term of appointment;
- b) Team Leader or Area Leader position is eliminated;
- c) Team Leader or Area Leader appointment is involuntarily removed (either during or after the trial period);
- d) During the first six months of the appointment, should the Team Leader or Area Leader voluntarily wish to end their Team Leader or Area Leader appointment; or
- e) After the first six months of their appointment if the Team Leader or Area Leader wishes to voluntarily revert into their previous position description, they may do so provided an employee is not required to be displaced.

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

Red Circling of Allowance

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

LETTER OF UNDERSTANDING #7

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 #8

STAFF ASSOCIATION PROPOSALS TO AMEND POSITION DESCRIPTIONS

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

Such requests shall be submitted and processed in accordance with the “Process: Staff Association Proposals to Amend Position Descriptions” document.

LETTER OF UNDERSTANDING #9

TEAM LEADER PSYCHOLOGY

WHEREAS the Letter of Understanding Area Leader and Team Leader of the CBE-SA (PSS) collective agreement states:

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

AND WHEREAS, the Calgary Board of Education is receiving funding for a project focused on creating the conditions to thrive for our sexual minority and gender minority students, families and staff and desires to appoint 1.0 FTE to Team Leader to enable support for this work.

THEREFORE, the Calgary Board of Education and Calgary Board of Education Staff association agree that, notwithstanding the term outlined in the Letter of Understanding, the equivalent of 1.0 FTE will be appointed to Team Leader designation with all allowances until the end of June 2017. At the end of the term, the successful candidate(s) will be returned to the Psychologist position description without a red circling of the allowance. Should the project continue past June 30, 2017, the parties agree that the employee(s) will continue in the Team Leader role until the end of the project or the end of the three-year term, whichever comes first.

LETTER OF UNDERSTANDING #10

BEHAVIOUR CONSULTANTS

The Calgary Board of Education has agreed to supervise the clinical practice of employees who are seeking accreditation with the Behaviour Analyst Certification Board as Behaviour Analysts. In doing so, the Calgary Board of Education and the CBE Staff Association agree to the following terms and conditions of employment provisions for individuals employed as Behaviour Consultants.

The Calgary Board of Education commits to supervise the clinical practice of those employed as Behaviour Consultants within the scope it is able to provide these experiences. The Calgary Board of Education recognizes that it is not able to supervise all of the requirements for credentialing as outlined by the Behaviour Analyst Certification Board.

- Applications for posted competition(s) shall be accepted from continuous employees who have successfully completed at least 50% of required courses towards a Master's degree in behaviour analysis, education or psychology.
- Successful applicants in competition(s) shall be established on the PSS Salary Grid Grade III
- Behaviour Consultants will be employed as 10-month employees following the traditional school year calendars.
- Behaviour Consultants will receive six (6) per cent vacation pay.
- Applicable union dues will be deducted from Behaviour Consultants' pay.
- The Calgary Board of Education will contribute the employer's portions of CPP and EI and will contribute WCB premiums.
- Where Behaviour Consultants participate in extensions of their professional responsibilities beyond thirty-five (35) hours per week, lieu time will be provided in accordance with Article 11.5.
- All other employment provisions including seniority, of the Staff Association Professional Support Staff and the Calgary Board of Education collective agreement shall not apply to Behaviour Consultants.

LETTER OF UNDERSTANDING #11

STUDY EFFICACY OF WORKING FROM HOME – PSS 10 MONTH

The Board and the Association will undertake and complete a joint study to determine the viability and efficacy of 10-month professional support staff working offsite during Winter and Spring Break when schools are not in session. This study will be initiated by September 30, 2019, and completed no later than March 1, 2020. If applicable the joint study will establish guidelines and expectations.

LETTER OF UNDERSTANDING #12

STAFFING

CBE and the Staff Association agree that increased staffing continuity and volume would contribute to the security and well-being of Staff Association members while also supporting student success.

It is acknowledged that measures relating to staffing are intrinsically connected to the Board's resource allocation processes, which affect Staff Association employees as well as other employee groups. These interdependencies pose challenges for making substantive progress through the current negotiations.

For the duration of this agreement, the parties agree to establish a Staffing Committee to discuss potential initiatives or concepts that would increase transparency of staffing processes, reduce the number of layoffs and transfers among continuous staff, and respond to provincial government direction to increase hiring of school-based support staff.

The Staffing Committee will be comprised of the following members:

- One (1) member designated by the Superintendent, Finance/Technology Services
- One (1) member designated by a Superintendent, School Improvement
- One (1) member designated by the Superintendent, Human Resources
- Chairperson, Staff Association
- Two (2) additional Staff Association appointees

LETTER OF UNDERSTANDING #13

COMMITTEE TO REVIEW CLASSIFICATION AND COMPENSATION STRUCTURES

The parties agree that the current processes for job evaluation and determining salary grades have produced outcomes that are complex, internally inconsistent, and not calibrated with evidence-based benchmarks or market data.

The parties agree to establish a committee to consider job evaluation and salary determination issues and inform future negotiations on these matters. The committee described in this letter takes effect upon ratification and will bridge until the next collective agreement is ratified by the parties.

Committee to Review Classification and Compensation Structures

A Committee to Review Classification and Compensation Structures is established. The composition of this committee shall include:

- One (1) member designated by Human Resources;
- One (1) member designated by Total Rewards; and,
- Two (2) members appointed by the CBE Staff Association.

The committee composition may be augmented by management representatives from CBE work units to ensure discussions are informed by operational considerations.

The Committee's scope of work must include (but is not limited to):

- Reviewing and discussing the Schedule of Position Classifications, Fields of Employment, and the Staff Association Salary Schedule with a view to informing future negotiations on these matters.
- Considering job evaluation and compensation benchmarking methodologies that may be used to reassess job descriptions and compensation for jobs within the scope of the CBE Staff Association.
- Discussing options for implementing a new job evaluation and compensation benchmarking methodology, including potential amendments to job classifications, salary grades, and salary administration.

The Committee may establish terms of reference to provide for the discussion of other related matters as agreed by the members of the Committee.

LETTER OF UNDERSTANDING #14

PROFESSIONAL SUPPORT STAFF PAY ADMINISTRATION

The parties agree that annual pay for Professional Support Staff will not be reduced as a result of agreed pay administration adjustments. Annual pay may still be affected by other factors, including (but not limited to) alterations to an employee's Full Time Equivalent, unpaid leaves taken by the employee, or the termination of the employment relationship.

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

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

Witness

Chair, Board of Trustees
The Calgary Board of Education

Date

Witness

Corporate Secretary

Date

The Calgary Board of Education
Staff Association

Witness

Chair

Date