

**Mediation March 18, 2008**  
**CBE Staff Association Proposal for Collective**  
**Bargaining for Professional Support Staff**

**Article 2      Duration and Term of Agreement**

September 1, 2007 – August 31, 2009

**Article 3      Definitions**

New Clause 3.5

A “probationary” employee is one who serves a six (6) month review period when initially employed in a permanent or temporary position with the Board and whose employment may be terminated at Managements discretion anytime during those first six (6) months. This six (6) month probationary period may be extended by agreement between Management and the Association.

Job Share

New Clause:

Where two employees wish to share a position, they may apply to the Superintendent of Corporate Services or designate for a shared job assignment. Such application must be made no later than March 15<sup>th</sup> of the school year immediately preceding the year (for non school based September 1) in which the job sharing is to take place.

On approval of the application of the employees the Superintendent of Corporate Services or designate shall grant the shared job assignment for the guaranteed period of one (school) year. If the employees involved wish to return to their previous employment status they must advise the Superintendent of Corporate Services or designate in writing by March 31<sup>st</sup> of the school year of the shared job assignment that they wish to return to their previous employment status. If employees in a shared job assignment do not advise the Superintendent of Corporate Services or designate in writing by March 31<sup>st</sup> of the wish to return to their previous employment status, they will continue in the shared job assignment during the subsequent (school) year.

At the conclusion of the shared job, the employees shall return to their previous employment status (e.g. full-time to full time, part-time to part-time).

In the event that one of the employees in the shared position ceases to perform her/his duties for any reasons whatsoever, the Superintendent of Corporate Services or designate may, upon fourteen (14) days notice in writing, request the other employee involved to assume the full-time duties of the formerly shared position. Should the employee refuse, the Board shall find a temporary replacement and the job share agreement terminates at the end of the (school) year.

**Article 6      Employment, Job Postings, Promotions, Transfers, and Probationary/Trial Periods**

Amend Clause 6.3

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. ~~In addition, the appointee's name, address and service date will be provided to the Staff Association within thirty (30) days thereof.~~

On the basis of Article 35 being accepted

Posting Process

New Clause:

Notices for job postings shall contain the following:

- a) Location (details)
- b) Position description
- c) Nature of position
- d) Full Time Equivalence (FTE)
- e) 10 month or 12 month
- f) Wages

Nothing shall change in the above without mutual agreement between CBE and the Staff Association.

Testing shall be mutually agreed upon by CBE and the Staff Association.

There will be immediate access upon request of the Staff Association to the short list for all postings.

There will be immediate access upon request of the Staff Association of the successful candidate for all postings.

## New Clause

The interviewing team normally includes the supervisor, an employee under this agreement and a Human Resource delegate. The three parties will recommend the starting salary on the salary grid. The final approval if above the minimum will come from the Director of Compensation or designate.

## Replace Clause 6.2.1

Vacancies for permanent positions, except for those listed below, will be posted electronically for five (5) working days. Copies of the postings will be displayed in an accessible location in schools and administrative buildings during operational days.

Vacancies which are not normally posted are:

- a) vacancies filled pursuant to provisions in Clause 31.2 (administrative transfers):
- b) When staff are pending recall pursuant to Clause 8.5 (recall procedure):
- c) When permanent employees are able or interested in filling the vacancies:
- d) When employees employed in temporary positions are able or interested in filling the vacancies.

Increases and decreases in FTE for employees may occur on an as needed basis or due to program needs. Opportunities for changes in FTE, except for circumstances described in 3 a) and 3 b), will be determined through discussion between management and current employees in the affected areas. When more than one employee has requested an increase in FTE, the decision will be based on seniority. Additionally, when decreases in FTE for permanent employees are required and no employee has requested a reduction in FTE, the decision will be based on seniority.

## **Article 8 Lay-Off and Recall**

### Amend Clause 8.3:

When lay-off of permanent employees becomes necessary, the Board shall retain employees on the basis of firstly, group and secondly, seniority. The Board shall determine the groups in consultation with the Association and amended if necessary, on an annual basis, within the first two weeks of March.

## **Article 9 Salary Administration**

Winter and Spring Break as paid breaks

Amend Clause 9.8.1:

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 meet and establish position descriptions and compensation.

Amend Clause 9.8.2:

When new salary grades are established, or changes to existing salary grades are deemed necessary or advisable by Management, the parties agree to meet and establish position descriptions and compensation.

Amended Clause 9.4:

New employees without relevant experience normally start at the minimum of the salary range in the appropriate salary grades. Past relevant experience will be considered in establishing the employees starting salary. Relevant experience will be considered when experience is in an identical or very similar type of work and following appropriate proper certification.

## **Article 11 Staff Association Convention**

Amend Clause 11.1:

“....will be allowed two days with pay....”

## **Article 12 – Hours of Work**

New Clause:

The provisions of this Article may be amended to create specific work patterns for individuals, for groups of employees or for all employees, outside the regular school hours, provided mutual agreement exists with the Association.

## Article 14 Vacations

Amend Clause 14.1:

“...one and one half (1 ½) days vacation with pay...to a maximum of twenty (20) working days.”

Amend 14.2 by adding:

After fifteen (15) years ~~Thirty Five (35)~~ Thirty (30) working days annual vacation plus an additional 2% of salary as vacation pay

**For every additional 5 years of service an additional 2% of salary is provided as vacation pay**

Amend Clause 14.3:

First five (5) full years of service eight percent (8%)  
After five (5) full years of service twelve percent (12%)  
After fifteen (15) full years of service fourteen percent (14%)

**For every additional 5 years of service an additional 2% of salary is provided as vacation pay**

## Article 15 Sick Leave with Pay

Add new Clause 15.1

Subject to the provisions of this Article, sick leave with pay shall be granted to an employee on account of injury to or the illness or disability of the employee, or for the purpose of obtaining necessary medical or dental treatment.

On the basis of the following Clauses in Article 15 being accepted

New Clause

Employees shall be entitled to ~~choose either an additional five (5) days vacation or an additional five (5) days pay, paid by Spring Break if~~ during the preceding calendar year such employee has not been absent due to leave of absence without pay for more than 5 consecutive working days requested by the employee or due to illness, disability, or non-occupational accident. This entitlement will be reduced by one **paid** day for each day absent for the above mentioned reasons during the preceding calendar year.

Change current 15.4 to 15.5

Eligibility for sick leave with pay is usually established by submission of a declaration form from a qualified, registered doctor, dentist or chiropractor when the absence is for periods exceeding five (5) days. Provided the information is to the satisfaction of the Board, the Calgary Board of Education shall, upon submission of a receipt from the doctor, dentist or chiropractor for the cost of providing the medical information, pay an amount up the maximum specified in the Alberta Medical Association guidelines.

Change current 15.9 to 15.10

When an employee is unable to work due to a long term disability covered by the Group Insurance Plan referred to in Article 20, the employee will be ~~considered as being on a leave of absence without pay~~ **continue to accumulate seniority** for a period of two (2) years from the date the employee commenced ~~to receive~~ **receipt of long term disability payments.** ~~During this period, the employee will continue to accumulate seniority.~~ Should the employee return to service at any time before the expiration of the two (2) year period, the time during which the employee was receiving long term disability will be included as service for determining the number of weeks of annual vacation, but the employee shall not earn vacation credits during that time. In the event an employee is unable to return to work following the two (2) year period of long term disability, the employee may be granted a general health leave without pay.

**Article 17 Parental Leave**

**Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 17.5.1.**

**Article 19 General Leave of Absence**

**Staff Association agrees to the CBE proposal of February 28, 2008 on Clause 19.1.**

**Article 20 Group Benefit Plan**

Amend Clause 20.1

“...supplementary health benefits (hospitalization, major medical, vision care, drug card)....”

Clause 26.1

Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008 with the addition of “..... with start date January 1, 2008.”

**Article 22 Pension Plan/Service Gratuity**

Amend Clause 22.2.1

Employees who retire or resign from the Board shall receive a gratuity based on the following formula:

After 10 years service	1 month of salary
After 15 years service	2 months of salary
After 20 years service	4 -3 months of salary
<del>After 25 years service</del>	<del>5 months of salary</del>
After 30 years service	6 4 months of salary

**Article 24 Grievance Procedure**

**Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008 for Arbitration Clause 24.6.1, Clause 24.6.3 and Clause 24.6.4**

**Article 29 Parking**

**Staff Association withdraws its proposal on Article 29.**

**Article 30 Staff Development Fund**

Amend new (signed off January 10, 2008) Clause 30.1:

“Effective September 1, ~~2007~~ 2008... Eighty thousand (\$80,000) dollars....”

Amend new (signed off January 10, 2008) Clause 30.2:

“The maximum amount.... shall not exceed eighty five thousand (\$85,000) dollars....”

**Article 32 Mutual Interest Board**

**Staff association withdraws its proposal on Article 32.**

**Article 33    Retroactivity**

Ratification time lag, etc. for memorandum. No proposal for change in the Collective Agreement. This is intended as a placeholder.

**Article 35    Information**

**Staff Association agrees to the CBE proposal of February 28, 2008 on Article 35 with the replacement of Permanent Hire Date with Service Date and the addition of Temporary Employees to c).**

**Article 37    Contracting Out**

**Staff Association withdraws its proposal on Article 37.**

Attraction and Retention

**Appendix A Schedule of Position Classification**

The parties agree to update Appendix A prior to ratification to reflect currency **with the addition of:**

Grade V - Leadership Positions – Team Leaders/Area Leaders/System Resource Team, etc.....All employees assuming Leadership Positions will be 12 month employees.

**Appendix B Exclusions Referred to in Article 4 – Recognition**

The parties agree to update Appendix B prior to ratification to reflect currency

**Appendix C Staff Association Professional Support Staff Salary Schedule**

New Grade V 12 Month Positions

GRADE IV	67623	70410	73404	76234	79656	82443	85268	88858	
GRADE V	74385	77451	80744	83857	87622	90687	93795	97744	101849

Both parties agree to the grid adjustment (to reflect market value) in the CBE’s proposal of February 28, 2008 with the following additions:

Retroactive to September 1, 2007

Market value adjustment to Grades I, II and V as applied to Grades III and IV

Salary increase of ~~12%~~ ~~8%~~ 6.5% retroactive to September 1, 2007

Salary increase of 8% 6.5% effective September 1, 2008

**Appendix D Letters of Understanding**

**Application of Clause 12.6 to REACH Employees**

**Remove Letter re: Clause 9.8.1 Job Evaluation**

**Remove Letter re: Clause 9.8.2 Salary Grades**

**Contracting Out**

## **Provisional Psychologists Terms and Conditions of Employment**

**Both parties agree to the proposal as outlined in the CBE proposals of February 28, 2008 with the following changes:**

- Second bullet add to first sentence: retroactive to ~~September 1, 2007 in accordance with the Collective Agreement.~~ January 1, 2008.

## **Retired Employees Benefit Package (page 58)**

Extend 100/0 cost sharing to the end of this Collective Agreement.  
Extend 50/50 agreement to September 1, 2012