

## LETTER OF UNDERSTANDING

### Layoff and Recall - Trial Provisions

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

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

#### **7.1 Field of Employment**

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

#### **7.2 Weekly Hours of Work Category**

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

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

### **7.3 Seniority**

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

### **7.4 Identification of transfer and layoff**

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

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

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

### **7.5 Recall**

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

- a) When positions become available they shall be posted for seventy-two (72) hours to notify employees in the transfer pool or on layoff of those placement opportunities. The employees will indicate their interest by applying for the position. Employees who indicate their interest in a position in their current field of employment and weekly hours of work category shall be placed prior to consideration (in accordance with Article 7.7.1) of any other employees in the transfer pool or on layoff.
- b) If more than one employee in the transfer pool or on layoff expresses interest in a position in their same field of employment and weekly hours of work category, the most senior employee shall be placed. If the most senior employee has expressed interest in multiple

positions, Human Resources will place that employee, taking into consideration the employees' identified preference, skills and experience.

- c) If no employee in the transfer pool or on layoff expresses an interest in the position, it may be posted and filled in accordance with Article 5.
- d) An employee notified of placement under Article 7.5(a) and 7.5(b) will no longer be eligible for placement or recall unless subsequently identified for transfer and layoff but shall retain layoff status and may apply for posted positions as a continuous employee for one year from the date of layoff.

## **7.6 Displacement**

7.6.1 An employee who has more than one (1) year continuous service with the Board who has received layoff notice may displace another employee in the same field of employment and the same weekly hours of work category.

- a) The employee shall notify Human Resources in writing of their intent to exercise their displacement rights. Displacement rights must be exercised by the employee prior to the expiry of their recall rights.
- b) The least senior employee in the same field of employment (excluding Education Assistants in an identified Special Education Program or programming for individual students) and the same weekly hours of work category shall be displaced. The displaced employee will be subject to recall in accordance with Article 7.5.
- c) The employee exercising their displacement rights will be notified of their new location not later than seven (7) days following notice provided under 7.6.1(a) and shall have forty-eight (48) hours to accept or decline that position. If they decline the position, they may not subsequently exercise displacement rights related to the same layoff.
- d) The employee exercising their displacement rights shall commence work in their new location no more than three (3) weeks from the date the employee accepted the position.

## **7.7 General**

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

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

7.7.3 Contact information maintained within the CBE HRIS system will be utilized for employee communications with respect to this Letter of Understanding. .

## **7.8 Education Assistants**

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

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

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

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

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

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

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

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For the Calgary Board of Education

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For the Staff Association

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Date

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Date