

**LETTER OF UNDERSTANDING
BETWEEN
THE CALGARY BOARD OF EDUCATION
AND
THE CALGARY BOARD OF EDUCATION STAFF ASSOCIATION (MAIN BODY)**

TEMPORARY LAYOFF RE: PANDEMIC

This Letter of Understanding is prompted by the unforeseen and unprecedented response to a global pandemic. On March 28, 2020, the Ministry of Education announced that K-12 education funding for transportation and some services not being utilized in an at-home learning environment, is being temporarily reduced while in-person classes remain cancelled. The budget reductions are for the months of May and June, 2020. The CBE has determined that this requires that support staff positions to be temporarily reduced, while in-person classes remain cancelled.

Given this extraordinary situation, the CBE and the CBE Staff Association acknowledge a need to be flexible and work collaboratively in response to this Ministerial direction. Therefore, the parties hereby agree to facilitate temporary layoffs, on a without prejudice or precedent basis, under the following provisions;

The parties agree;

- Layoffs in response to this Ministerial direction shall be temporary, while in-person classes remain cancelled;
- Employees temporarily laid off under this Agreement are deemed to continue to be attached to the position, location and weekly hours they held on the date of the layoff and remain so until the temporary layoff ends;
- Temporary layoffs under this letter of understanding are separate and distinct from spring staffing
 - In the event that a support staff position is impacted by spring staffing (RAM), the layoff provisions will apply per Article 7 of the main body agreement.

For the sole purpose of facilitating temporary layoffs under this Letter of Understanding, the parties agree to the following amendments to and altered applications of the collective agreement:

- Clause 5.9.1 shall not apply.
- Clause 6.3 shall not apply.
- Letter of Understanding – Layoff Allowance (page 86), shall not apply.

- **Clause 7.4.1 - Replace with:**
 7.4.1 When **temporary** staff reductions within a particular school, service unit 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.
- **Clause 7.4.2 – Replace with:**
 7.4.2 The Board shall provide **three (3) weeks’ notice in writing or pay in lieu of notice to continuous employees laid off under this Letter of Understanding.**
- **Clause 7.4.3 shall not apply.**
- **Clause 7.5 .1 – Replace with:**
 7.5.1 Employees who are on **temporary** layoff shall be **recalled to the same position, location and weekly hours they held on the date of temporary layoff** on the basis of firstly, their field of employment; and secondly, their seniority. In the case of Education Assistants, the employees shall be selected for such **recall** on the basis of firstly, their field of employment and identified Special Education Program from their immediately preceding position; and secondly, their seniority.
- **Clauses 7.6 (Displacement) and 7.7 (General) shall not apply.**
- **Clause 15.2 – Replace with**
 15.2 Continuous and term specific employees shall earn sick leave with pay at the rate of one day per pay period (based on their weekly hours of work) commencing with the first entire pay period worked by an employee. Employees do not earn sick leave with pay on **temporary** layoff pending recall, secondment, leave of absence without pay greater than four (4) weeks including deferred salary leave, or while in receipt of long term disability benefits, a professional improvement fellowship or sick leave with pay. Employees do earn sick leave with pay during the health-related period of maternity leave, general holidays, vacation, and approved leaves of absence of four (4) week or less.
- **Employees returning from Leaves**
An employees returning from any approved leave under the collective agreement who returns to work while in-person classes remain cancelled, may be subject to temporary layoff and recall in accordance with this Letter of Understanding.

- **Article 20**
 - **An employee temporarily laid off under this agreement shall, for the duration of the temporary layoff, retain the Group Benefits and Health Spending Account applicable to them prior to their temporary layoff.**
 - **Clause 20.2.2 shall not apply.**
 - **LTD deductions for the temporary layoff period will be made on the last 2 pay dates prior to the date of the temporary layoff.**
- **Reporting**

The CBE shall provide to the Staff Association reports of those placed on and recalled from temporary layoff, commencing April 13, 2020 and bi-weekly thereafter, through the end of May, 2020.

These reports will include employee name, employee number, position, location, weekly hours and dates their layoff commenced and ended.

This Letter of Understanding and provisions herein shall expire when in-person classes resume.

The parties agree to discuss and negotiate in good faith to resolve any issues that may arise from this Letter of Understanding or its application.

**For the
Calgary Board of Education**

**For the
CBE Staff Association**

Date

Date