

# CUPE COLLECTIVE AGREEMENT 2019-2022

## ARTICLE 12: LAYOFF AND RECALL

### Article 12: ~~Lay Off~~ Layoff and Recall

"The parties agree ~~during the term of this collective agreement~~ to ~~use~~ the following processes ~~es~~ should a reduction in work be required.

The parties have agreed ~~that the purpose of this project is~~ to collaboratively use the processes below ~~all options~~ to reduce or eliminate non-seasonal layoffs.

#### 12.01 – Layoff Definitions

A reduction in work opportunity of the individual employee's regular schedule, as designated in the current appointment form, will constitute a layoff.

The expiry of a temporary position does not constitute a layoff except that when a regular employee is in a temporary position that is reduced in hours or the appointment ends 12.02(b) and 12.06 (c) shall apply. ~~Temporary appointments shall be ended prior to any regular employees being laid off.~~

In the event of multiple ~~lay-offs~~ layoffs resulting from a decrease in the amount of work to be done, temporary employees shall be laid off prior to any regular employees being laid off. Such ~~lay-off~~ layoffs shall be in the reverse order of seniority, skill, knowledge and ability considered.

A seasonal layoff is defined as the regularly scheduled layoff period for employees working in a regular appointment that is less than fifty-two (52) weeks ~~twelve (12) months~~ per year.

#### 12.02 – Notice Period for Seasonal Layoffs

Notice for seasonal layoffs will be as follows:

- a) Regular employees who are subject to a seasonal layoff will receive written notice at least twenty (20) working days prior to the effective date of layoff or will receive pay in lieu for each day the notice period is shorter than the twenty (20) working days.
- b) Benefit plan coverage may continue consistent with the provisions of the contract with the Carrier. The employee will be required to pay both shares except as provided in Article 29.03.

The processes laid out in the following sections do not apply to seasonal layoffs.

#### 12.03 – Process Prior to Formal Notice for Non-Seasonal Layoffs

The process will be as follows:

- a) Informal notice is delivered to a standing Joint Adjustment Committee (consisting of two (2) Union and two (2) management representatives), who will convene as soon as reasonably practical. Substitutes to the committee may be required to expedite the process. The committee will have up to fourteen (14) calendar days from when the notice is delivered to complete their work. This period can be extended upon agreement of both parties.
- b) The Joint Adjustment Committee will review all options to reduce the impact of the layoff. If an immediate solution cannot be found by the committee, the committee will support Human Resources in canvassing targeted areas. Prior to the commencement of

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canvassing, the potentially impacted employee and the Union will be given informal notice while the Joint Adjustment Committee continues its work.

- c) It is anticipated that any and all options will be reviewed to reduce or eliminate the need for layoffs, including, but not limited to the following:
- Job sharing;
  - Reduced hours of work through partial leaves;
  - Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
  - Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.;
  - Voluntary **pay in lieu of notice ~~severance~~**;
  - Purchasing past pensionable service. If permissible the Employer will match a minimum of three (3) years' contributions to the appropriate pension plan (Municipal Pension Plan) where an employee opts for early retirement;
  - Early retirement incentives;
  - Agreed secondment;
  - Retraining;
  - Trial retirement;
  - Continuation of health and welfare benefits;
  - Filling vacant positions, regardless of level, if qualified;
  - Combinations and variations of the above or other alternatives.
- d) Should the Joint Adjustment Committee be unsuccessful in reaching an agreement to reduce or eliminate the need for a layoff, the following process will be followed:
- A Bumping Committee of two (2) Union and two (2) management representatives may be convened;
  - Formal notice will be issued to the least senior employee in the impacted position in the area affected. Formal layoff notice will be issued by the manager and the Union will be notified.

### 12.04– Formal Notice for Non-Seasonal Layoffs

Formal layoff notice will include four (4) options:

- a) Accept a reduced appointment (if applicable); or
- b) Exercise seniority rights through bumping; or
- c) Accept layoff while on recall for a period of eighteen (18) months; or
- d) Accept layoff with **pay in lieu of notice a ~~severance payout~~**.

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Note: The Joint Adjustment Committee will remain struck for utilization at any point throughout the layoff process.

### 12.05– Notice Period for Non-Seasonal Layoffs

#### **1) An employee who has been part of the pre-layoff process will be subject to the notice periods below after the pre-layoff process has been completed.**

- a) Regular employees who are laid off will receive written notice of at least as many days stipulated below, or pay in lieu for each day the notice period is shorter than the days stipulated below:
- **Thirty (30)** ~~Twenty (20)~~ working days for employees with **service of less than six (6) years or less years' service;**
  - **Thirty-five (35)** ~~Twenty-five (25)~~ working days for employees with **more than six (6) but less than eight (8) seven (7) years' service;**
  - **Forty Thirty (40) (30)** working days for employees with **eight (8) or more years of service. seven (7) but less than eight (8) years' service;**
  - ~~Thirty five (35) working days for employees with eight (8) but less than nine (9) years' service;~~
  - ~~Forty (40) working days for employees with nine (9) or more years' service.~~
- b) All changes in appointments will occur at the end of the notice period unless otherwise agreed by both parties.

### 12.06– Layoff, Bumping and Recall Processes for Non-Seasonal Layoffs

#### Stage 1

An employee in receipt of a layoff notice will advise the ~~Executive Director~~ **Associate Vice-President**, Human Resources, or designate, in writing, of the option chosen within ten (10) working days of receiving the notice.

#### Stage 2

Upon receipt of the response, the University will initiate the appropriate action within three (3) working days.

#### Stage 3

One of the following four (4) processes will take place based on the option chosen **from Article 12.04 above:**

- a) Acceptance of Reduced Appointment (if applicable)
- b) Bumping Process

A regular employee with the required ability may exercise their seniority rights to bump bargaining unit wide to the equivalent or lower level.

Step 1

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The employee and the Bumping Committee will work together, using the employee's relevant qualifications and experience, to determine the appropriate bumping assignment.

- i) In order to allow employees the opportunity to utilize their abilities in the same level, individuals who are to be laid-off may utilize their seniority and bump the least senior employee within their level or any lower level, competency considered. If more than one (1) employee is bumping into a level, the senior employee will be given first choice of positions.
- ii) No "bumping up" will be permitted, except as follows; that is, no increase in the hourly rate beyond the maximum in the current level. An employee may bump to a higher position in the following circumstances:
  - 1) To regain the level held prior to a layoff where the position identified is substantially the same as the one from which the layoff occurred.
  - 2) The position has been posted as a regular position within the previous six (6) calendar months and the employee did not apply on the position when it was posted.
- iii) Non-Acceptance of a Position

If an employee rejects a position offered as a result of the bumping procedure, the employee has three (3) options:

- 1) Appeal to the Bumping Committee presenting rationale for the unsuitability (geographic location, excessive physical demands, preferences and other concerns) of the position. Employees are entitled to protect their current hours per week/months per year; therefore, they have the option to decline positions with appointments of more or less hours per week/months per year than their current one. If the committee unanimously concurs, other alternatives will be considered; or
- 2) Accept layoff and remain eligible for recall; or
- 3) Accept layoff with **pay in lieu of notice** ~~severance~~. If this option is selected, the employee will lose all seniority rights.

### Step 2

Once the Bumping Committee decision is made, the University will confirm the transfer in writing within three (3) working days.

### Step 3

Layoff notices for individuals bumped from their positions will be issued immediately as per ~~section~~ **Article 12.04**.

### Step 4 – Salary on Transfer

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Where a demotion occurs, the salary will be adjusted to the lower level at the hourly rate closest to the hourly rate previously held.

### Step 5 – Trial Period

All employees who transfer as a result of the bumping procedures will be required to serve a trial period of two (2) months. In the event a transferred employee proves unsatisfactory during the trial period or if the employee is unable to perform the duties of the new position as outlined in the current Job Evaluation or if ~~he/she~~ **they** fails to meet the required standards for the position, one (1) additional bump from the original laid off position will be processed consistent with the procedures outlined above.

Should that transfer be unsuccessful, the employee will be laid off and **pay in lieu of notice** ~~severance~~ and recall options will be made available.

Note: If an employee transferred as a result of a bump occupies a position which is subsequently declared redundant (within six (6) months of the effective date of such transfer), that employee may bump into a position at the level (or lower) occupied prior to the bump.

### c) Recall

- i) Should the position previously occupied on an ongoing basis by the laid off person be reinstated during the recall period, the individual will be recalled without competition or a trial period. **Written notice of recall shall be delivered by registered mail to the employee's last known address.** It is the responsibility of the employee to ensure the Human Resources Department is notified of the current mailing address and contact information.
- ii) A recalled employee (except as in (i) above) has a two (2) month trial period per Article 13.05.
- iii) Regular employees on layoff shall be recalled in order of seniority, provided they have the ability to perform the available work.
- iv) Recalled employees shall maintain their regular rate of pay when filling a casual/temporary appointment that is the same level and is similar in nature to their regular position.
- v) The employee will retain recall rights for eighteen (18) months following the date of layoff.

Note: Casual or temporary appointments do not constitute recall.

### d) ~~Severance~~ **Pay in Lieu of Notice**

Persons who have selected and are eligible for **pay in lieu of notice** ~~severance payment of vacation and/or sick leave as per Article 19.07~~, will receive **pay in lieu of notice** ~~severance payments and other end of employment payments, such as vacation and/or sick leave as per Article 19.07~~, promptly at termination of the notice period.

The Employer will notify the Pension Corporation of any terminations.

Signed this 17<sup>th</sup> day of June, 2015"