

Section I – Termination, Resignation, Layoff, Workforce Adjustment, etc.

ARTICLE 1 WORKFORCE ADJUSTMENT

Technological Organizational Change and Job Security

I 1.1 When staff displacements and/or reductions are necessary due to a technological or organizational change, the Corporation shall apply the Workforce Adjustment Strategy as described in Appendix E.

I 1.1.1 "Technological Change" means:

The introduction by the Corporation of equipment, material or computer software of a different nature or kind than previously used by the Corporation which impacts on the conditions of employment of the employee(s), or results in a displacement(s), or reduction of the number of employees required by the Corporation.

I 1.1.2 The Corporation shall notify the Union of technological or organizational change at the earliest opportunity but in the case of change affecting more than 3 employees not less than 120 calendar days prior to implementation.

I 1.1.3 The Corporation will convene meetings with the Union to outline the plans for the change and provide information on the following:

- a) the nature of the change;
- b) the proposed implementation date(s) for the technological or organizational change;
- c) the anticipated number, type, and location of employees to be directly affected;
- d) anticipated changes to the terms and working conditions of employment of the employees affected.

I 1.1.4 An employee who is directly affected by the technological change will be given first consideration for the new positions associated with the new technology.

I 1.1.5 In placing employees, the process and general conditions as outlined in Article I 2 will apply.

- I 1.2 Employees who refuse to retrain or accept a position made available to them under the provisions of Article I 1.1 may exercise their bumping rights, or will be placed into any vacant position in which they are able to meet the requirements and their salaries will be established in accordance with the rate of pay for that position.
- I 1.3 When the Corporation engages staff under contract or on loan from other employers to work in positions covered by this agreement, such employment shall not exceed a period of 3 months. This provision does not apply in the case of assignments requiring specialists or where the required skills are not available within the Corporation.
 - I 1.3.1 Written notice shall be given to the Union, where the contract or loan period exceeds 30 days.

Human Resource Adjustment Committee

- I 1.4 The parties agree to the establishment of the Human Resource Adjustment Committee for the purpose of developing a plan to minimize the economic impact on employees who may be displaced from employment due to planned technological, business or organizational change.
- I 1.5 The Committee shall be comprised of an equal number of Union and Management representatives and shall consult on a cooperative basis on Corporate plans which are estimated to displace more than 10 employees from employment.
- I 1.6 The Committee shall, no later than 21 days following the date of Corporate notification of technological change to the Union, or following the date of notification of a business or organizational change to the committee, present a report to Management which may contain recommendations to minimize the economic impact on the affected employees and to provide recommendations to assist employees in securing alternate employment.
 - I 1.6.1 Planned business, technological, or organizational change will not be implemented until Management has responded to the recommendations of the Human Resource Adjustment Committee.
- I 1.7 The parties agree to develop an expedited arbitration process where there is a question as to whether or not the planned change is a "technological change" as defined in Articles I 1.1, I 1.2, and I 1.3.

I 1.8 Article I 1.7 does not permit arbitrating the Corporation's right to introduce technological change, nor does it limit the Corporation's right to displace employees as a natural result of such a change, and conversely the Corporation's obligation under Articles I 1.1, I 1.2, and I 1.3 shall not be mitigated or limited as a result of this Article.

ARTICLE 2 TERMINATION OR RESIGNATION

Resignation

I 2.1 An employee who desires to resign shall give written notice thereof to the Corporation at least 2 weeks in advance of the date of termination, with the exception of a probationary employee who shall give as much notice as practicable, but not less than 2 working days, and in default of such notice being given, such employee shall, at the discretion of the Corporation, forfeit all or part of the monies due on termination, not exceeding a maximum amount equal to the employee's biweekly pay.

For the purposes of this article, the following definitions will apply:

- a) Placement - Placed into a temporary or permanent vacancy.
- b) Displacement - Placed into a job occupied by a junior employee within an employee's base classification.
- c) Bumping - Placed into a job occupied by a junior employee in a lower classification.
- d) Recall - called back to your base classification from a bump or placement downwards or called back to employment from layoff.

Layoff

I 2.2 When a layoff of the work force is necessary, the Corporation shall, within the classification(s) affected, recognize union seniority and shall, to the extent that qualifications and ability to perform the work allow, retain senior employees. The Corporation has the responsibility to manage the layoff, placement, displacement, bumping and recall process.

I 2.2.1 The Corporation will identify and notify employees who are in redundant positions and/or identify areas and the employees where shortage of work may result in a layoff.

I 2.2.2 The Corporation will notify the Union of redundant positions and of potential layoffs and will serve prior notice where it is anticipated there will be a significant number of layoffs.

- I 2.3 The Corporation shall give at least 2 weeks written notice to any employee to be laid off with the exception of probationary employees who shall be given as much notice as is practicable but not less than 2 working days.

Placement and Displacement

- I 2.4 An employee shall be given the opportunity to remain in their base classification first by placement into vacant positions or by displacement. The employee may exercise their right to bump down to a lower classification after all placement and displacement options have been exhausted.

I 2.4.1 The posting of an employment opportunity will not be required when placing an employee.

I 2.4.2 The employee must be facing a layoff of more than 10 consecutive working days and the placement or displacement is of at least 10 consecutive working days duration.

- I 2.5 Employees who are placed or who displace outside their headquarters zone in order to maintain employment within their classifications shall:

I 2.5.1 Retain their headquarters zone for the duration of the temporary assignment and will be eligible for travel allowances pursuant to Article H 1.

I 2.5.2 Where the Corporation assigns a new headquarters zone they will be eligible for relocation costs pursuant to Corporate policy.

- I 2.6 Employees who refuse employment within their classification and headquarters zone will not be eligible to bump to a lower classification and shall be laid off subject to recall.

- I 2.7 Employees who refuse employment within their classification in another headquarters zone may exercise their right to bump into a lower classification within their headquarters zone.

Bumping

- I 2.8 Employees who have not been offered employment in their basic classification through the placement or displacement process and who are facing a layoff period in excess of 10 working days may exercise their right to bump into a lower classification to the extent that qualifications and ability to perform the available work allow, providing their union seniority is greater than that of an employee in the lower classification.

- I 2.8.1 The employee with the least union seniority in the lower classification shall be the first employee to be bumped. If a probationary employee is bumped, the principle of "last on - first off" need not apply.
- I 2.9 Employees exercising their right to bump shall bear the full cost of relocating. Room and board costs shall be at no additional expense to the Corporation beyond an initial 14 calendar day period.
- I 2.10 Employees cannot dictate the job or work location to which they bump. The Corporation shall determine who they will bump in the lower classification and the work location. Employees wishing to exercise their bumping rights shall contact the Corporate Placement Officer.
- I 2.11 If employees refuse the job offered in the lower classification, they shall be laid off subject to recall if and when required, and they shall not be eligible to exercise any further bumping rights during the existing layoff period.
- I 2.12 Employees bumping must serve sufficient notice of their intent to allow the Corporation to give the employee to be bumped a minimum of 2 weeks notice.

Recall to Base Classification

- I 2.13 Employees who have exercised their bumping rights shall be subject to recall and transfer back into their basic classification at the Corporation's expense when work becomes available. Such transfer shall only be made provided that such employment is of at least 10 consecutive working days duration.

Recall from Layoff

- I 2.14 The recall of employees shall be on the basis of union seniority and not their status, to the extent that qualifications and ability to perform the available work allow.
 - I 2.14.1 An employee shall be given at least 7 days notice of recall.
 - I 2.14.2 Posting of employment opportunities will not be required when the employee can be recalled into a vacant position.
- I 2.15 Upon recall, employees who refuse work in a lower classification shall retain recall and seniority rights in their basic classification.
 - I 2.15.1 Employees who refuse recall to a lower classification are expected to confirm their intent within 3 days of the recall notice; otherwise, they will be considered to have accepted the assignment.

- I 2.16 Employees who are unable to report for work due to extenuating circumstances after having accepted a work assignment, must advise the Corporation prior to the date of recall.
- I 2.17 In the event of an emergency, the Corporation shall not be restricted in the manner in which employees are recalled to work, provided such employment is only for a period of emergency.
- I 2.18 An employee who alleges a violation under the terms of this Article shall lodge a grievance at Step Two of the Grievance Procedure within 10 working days from the date of the action giving rise to the grievance.

General Conditions

- I 2.19 Union seniority, not status, of an employee performing like work within the same classification and within the same section shall be the primary factor in determining who will be affected by a workforce reduction.
- I 2.20 Union seniority shall be the primary factor in all placements, displacements, bumping or recall, providing the affected employee has the qualifications and ability to perform the work being considered.
- I 2.21 To minimize the amount of disruption in finding alternative employment for affected employees, the process shall be carried out in the following order;
- a) Placement in base or equivalent class
 - b) Displacement
 - c) Placement in lower class
 - d) Bumping
 - e) Recall
- I 2.22 Employees shall be informed of their right to have Union representation during any discussion surrounding alternative employment opportunities.
- I 2.23 Employees may refuse offers of employment which do not reasonably match the employee's working conditions or qualifications, skills and abilities. However, an employee must be reasonable with respect to these issues.
- I 2.24 All parties involved will respect the confidentiality of the process.
- I 2.25 An employee's status shall not be a factor in the placement, displacement, bumping and recall process and the employee shall retain their status when being placed.

Process

- I 2.26 Employees who are facing layoff or whose positions have been declared redundant shall receive written confirmation including notification of their right to Union representation. A copy shall be sent to the Union.
- I 2.27 Employees will meet with the Corporate Placement Officer as soon as possible to complete a skills assessment to determine their qualifications, skills and abilities in order to match them to potential employment opportunities. Employees will be informed of all the options available to them and the process which will be carried out.
- I 2.28 The Corporate Placement Officer will assess all vacancies first within the employee's base classification, then of an equivalent classification level, and finally of lower classification.
- I 2.29 Where there is a permanent vacancy within an employee's base classification and line management accepts the placement, the employee will be placed and the process will end.
- I 2.30 If employees are unable to be placed in a permanent or temporary vacancy within their base classification, the employee has the choice to exercise their displacement rights or be placed in a vacancy in an equivalent classification level (temporary or permanent) providing line management finds the placement acceptable.
- I 2.30.1 If employees accept the equivalent classification placement, they will retain their recall rights back to their base classification.
- I 2.31 If the Corporation has a temporary vacancy within the employee's base classification, the employee must accept this temporary placement. The employee, however, can refuse subsequent temporary placements or extensions and exercise their displacement and/or bumping rights at that time.
- I 2.31.1 During the temporary placement, the employees will be considered for any permanent vacancies within their base classification.
- I 2.32 Should employees accept a placement in a permanent vacancy in a lower classification rather than exercising their displacement rights, they will retain their recall rights to their base classification for a period of 2 years. At the end of the 2 year period, the employee can exercise their displacement rights. However, should the employee not exercise their displacement rights or be recalled, the process ends.

- I 2.32.1 Should employees accept a placement in a temporary vacancy in a lower classification rather than exercising their displacements rights, they will retain their recall rights to their base classification. At the end of the temporary vacancy, employees can exercise their displacement rights.
- I 2.33 Where there is no opportunity to be placed in a vacancy, the Corporation shall inform the employee of their displacement rights.
- I 2.34 The Corporate Placement Officer shall identify 2 possible matches/positions for the displacing employee (where 2 such matches exist) beginning with the most junior employee in the classification and working up the seniority list until the 2 matches are found.
- I 2.35 Once the matches/positions have been identified, the Corporate Placement Officer will review the matches with the employee as well as those which have not been selected as appropriate matches.
- I 2.36 Once a match is selected by the employee, a proposal is forwarded to the line manager. If the proposal is approved, that displacement ends the process. If the line manager rejects the proposal, then the Corporate Placement Officer will identify another match (if one exists) which is reviewed with the employee. This process will be repeated until a match is accepted.
- I 2.37 Prior to exercising their bumping rights or prior to being laid off, employees may consider placement in a job occupied by a term employee for which the employee is qualified and has the ability to perform the work. Employees placed in a job occupied by a term employee will not be eligible for relocation allowances or per diems and will normally assume the salary range of the job.
- I 2.38 When all matches are exhausted within the base classification, the employees will then exercise their bumping rights in accordance with Article I 2.8. The exception is where employees are in an Administrative Representative I position and are facing a layoff, employees will be eligible to displace the most junior employee in this classification.
- I 2.39 If the employees' base classifications are eliminated, the employees will be eligible for recall to an equivalent classification level, providing they are qualified.