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ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

~~(a) A layoff shall include a reduction in the employee's regular hours of work of forty percent (40%) or greater, where such reduction is expected to be of a permanent nature or where it is due to the short-term closure of Society offices, in accordance with Articles 28.08 and 28.09.~~

(a) A permanent layoff is defined as:

- (i) a permanent reduction in the workforce through the elimination of a position; or**
- (ii) a reduction in an employee's regular hours of work of forty percent (40%) or greater, where such reduction is expected to be of a permanent nature.**

A temporary layoff is defined as a temporary reduction in ~~an employee's regular hours of work~~ the workforce, or a temporary reduction in an employee's regular hours of work of forty per cent (40%) or greater ~~for up to one (1) calendar month, or where it is due to the short term closure of the Employer's offices, notwithstanding Articles 28.08 and 28.09~~, including a short term closure of all or part of the Employer's business that is not intended to be permanent.

~~To be clear, Employees shall not be laid-off temporarily where the Employer has obtained funding for wages of unionized Employees.~~

~~Any Employee laid off twice within a twelve-month period, or three times within a thirty-six-month period, shall be considered to be on permanent layoff.~~

- (b) When the Employer reduces the Employee's hours of work and it does not constitute a layoff, then for the twenty-four (24) months following, any reinstatement of the hours **to the impacted position** will be offered to this employee first.**
- (c) ~~To be clear,~~ Temporary contracts shall not be utilized to fulfill the work of any permanent position or eliminated permanent position.**

15.02 Role of Seniority in Layoffs

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Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, if the remaining Employees are skilled and qualified to do the work.

Notwithstanding the above, when the Employer identifies the need for a reduction or elimination of a specific position in a specific classification, the Employer will identify the least senior Employee(s) within the affected position **in the affected region or office as surplus to be laid off**, based on their seniority in effect as of that date. ~~Where such Employee(s) are identified as surplus, the~~ **Such** Employee(s) may exercise their rights to bump in accordance with Article 15.05.

When an Employee chooses not to exercise their bumping rights under Article 15.05 the Employee shall be laid off and be entitled to their recall rights under Article 15.06, or the Employee may elect to forego their bumping and recall rights ~~and accept severance~~ **and receive notice and severance pay, if any**, in accordance with Article 15.08.

In the event of a layoff and/or in a recall situation, Deaf and hard of hearing **Employees** shall receive job-related training and required accommodation in order to broaden their employment opportunities in the bargaining unit **where practicable**.

It is understood that ~~the~~ **such** potential employment opportunities shall be for similar positions within the employee's same or lower pay grade. It is also understood that the kind of training, cost and duration must be mutually agreed upon **between the Employer and the Union** prior to the commencement of such training.

15.03 Advance Notice of Layoff

Unless legislation **regarding notice of layoff** is more favourable to the **Employees**, the ~~Society~~ **Employer** shall give **Employees** who are to be laid off, and the Union, as much advance notice of layoff as possible, and in no case less than one week. The ~~Society~~ **Employer** shall give **Employees** ~~who are to be~~ **permanently** laid off for more than three (3) months no less than six (6) weeks' notice of layoff **if they have been employed for three years or longer and no less that four (4) weeks if they have been employed for less that three (3) years, at the time of layoff**. During the period of notice, **such** employees shall be granted reasonable time off, with pay, to seek other employment and the ~~Society~~ **Employer** shall make all reasonable efforts to place the **Employees** in other positions within the Bargaining Unit. If the **Employee** does not have the

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opportunity to work the minimum notice as provided in this Article, the **Employee** shall be paid for any time for which work was not made available.

Any advance notice of layoff provided in this Article shall be included in, and not in addition to, the employee's entitlement to notice of layoff pursuant to the *Employment Standards Act, 2000, as amended* ("ESA") if the affected employee elects to forego recall rights.

Further, if recall occurs prior to the end of the above notice period, whether the employee has worked the notice period or is paid, the employee is not entitled to double payment.

15.04 Measures to Cushion Layoffs

In the event of proposed layoffs, the ~~Society~~ **Employer** and the Union will have the opportunity to discuss the impact of the layoffs and to discuss possible alternatives. Should these discussions occur prior to the issuance of layoff notices, the discussions shall remain confidential in order to limit potential harm to Employees who may or may not be so affected.

15.05 Bumping Rights **Applicable to Permanent Layoff**

An Employee laid off in one pay grade will be given the opportunity of displacing an Employee with less seniority, in the same or lower pay grade, provided the senior Employee possesses the skills and qualifications to perform the job **without training**; and providing the position of the displaced Employee is of equal or fewer hours as the position of lay-off.

~~At the time of~~ **Prior to** lay-off, the Employer will identify the position(s) for which the **affected** Employee has the skills and qualifications in accordance with the above paragraph. Should the Employee be aware of additional position(s) for which they believe they have the skills and qualifications, the Employee will identify these position(s) to the Employer. Any dispute over whether the Employee has the skills and qualifications for the position in question may be filed at Step 2 of the grievance procedure.

If an employee bumps into a contract position, they will be expected to complete the contract. When the contract position ends, the employee will revert to layoff.

The Employee must notify their immediate Supervisor within ten (10) working days of receipt of notice of layoff of their intent to bump into another position and

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must identify which position they wish to bump into **from the list of positions described above**. The Employee will be transferred into the identified position **provided the Employee has the skills and qualifications in accordance with Article 15.05(a)** without the need to interview or serve an additional probationary period.

Employees who bump laterally or to a lower level job will be paid at a rate in the new position which is closest to their current rate of pay received prior to the actual date of layoff.

An Employee who bumps into a job at a lower pay grade will not receive a salary which is higher than the maximum range for that pay grade.

Employees who ~~accept~~ **bump into** a lower level position under this Article shall have the right to reinstatement to their former position if such **position** becomes available within twenty-four (24) months of notice of layoff.

The Employees shall be reinstated at the **wage grid** step he or she would have attained in their former position had they not been required to bump to retain their employment.

A full-time employee who has taken a part-time position as opposed to a layoff, shall be re-instated in accordance with Article 15.06 to that full-time position prior to the Employer hiring any ~~other~~ Employee (**Contract, Temporary, Casual employees**) to fill **such** ~~what was previously a~~ full-time position.

15.06 Recall Procedure **Applicable to Permanent Layoff**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the **available** work **without training**. Recall shall be defined as the opportunity to work in a **position with a** pay grade which is similar to or lower than the pay grade from which the Employee was laid off. An Employee may refuse a recall if the position to which they are being recalled is more than two pay grades below the level at which they were employed prior to lay off. Such a refusal shall not affect the Employee's recall rights, nor shall it result in a loss of seniority and deemed termination under Article 13.04.

An Employee may request to be recalled to a position in another office from which they were laid off at the Employee's expense.

15.07 No New Employees

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No new Employee shall be hired until those laid off have been given an opportunity of recall, unless ~~present~~ **laid off** Employees are unable **due to skills and qualifications** to perform the required work.

15.08 Severance ~~Pay~~ **of Employment** Pay

- (a) In addition to receiving notice of layoff or pay in lieu thereof in accordance with Article 15.03, an Employee ~~shall at the time of layoff, who elects to sever their employment,~~ **shall** receive severance pay in accordance with the Employment Standards Act, consistent with his/her length of service. If an Employee elects to be paid their severance pay in accordance with the Act, the Employee shall be deemed to have abandoned the right to recall and will be considered terminated. The ~~Society~~ **Employer** will inform the Employee of this condition at the time of layoff. ~~For those Employees who qualify for severance pay but elect to be on recall, severance will be held in trust during the length of the recall.~~
- (b) If an employee elects to remain on the recall list, and qualifies for severance **pay**, then ~~the~~ **their** severance **pay** will be held in trust for up to 24 months. In the event that the **Employee** is not recalled or is off the recall list, according to 15.06 Recall Procedure, **or their employment ceases, within the 24 month period,** ~~the~~ **their** severance will be paid out **along with any remaining pay in lieu of statutory notice, if any.**

15.09 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

15.10 Continuation of Benefits

~~The Society agrees to pay the full premiums for all Employee Benefits Plan for Employees laid-off for~~ **For** up to three (3) months following the **Employee's** date of lay off, **the Employer shall pay the full premium costs for all Employee Benefits Plans** ~~except for~~ **excluding** Long-term and Short-term Disability which benefits coverage ~~will expire at the end of the statutory notice period, if any, or the last day of active service, whichever date is later~~ **subject to the applicable provisions of the ESA.**

15.11 ~~Change of Carriers~~

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~~The Employer may decide to substitute the benefit plan and/or carrier for any of the benefits provided, as long as the level of benefits in the new Plan(s) is equivalent or better overall. The Union and the Employees will be provided with thirty (30) days' notice to implementation of the change.~~

NEW – Temporary Layoff

In the event of a temporary layoff the Employer and the Union will meet to discuss possible reassignment to other available work within the bargaining unit. Any reassignment will require that the affected employee have the skills, ability and qualifications to immediately perform the available work without training. Where employees seeking reassignment have equal skills, ability, qualifications and experience to immediately perform the available work, the work will be assigned in order of bargaining unit seniority. Any costs incurred in order to meet the requirements of such reassignment during the temporary layoff will be borne by the employee.

NEW – 15.12 FORCE MAJEURE

Force Majeure is defined as an events of the nature and scale such as including the outbreak of war on Canadian territory, a pandemic, a terrorist attack, fire, flood, weather event, or other circumstance beyond the Employer's control which have a significantly deleterious impacts on the ability of the Employer to operate operation Canadian Hearing Services. For clarity, Force Majeure does not include brief utility outages, the price of goods and services, or other supplies, the price of physical assets, a downturn in the economy, the financial state of Canadian Hearing Services, or the relative profitability or unprofitability of the Employer's Canadian Hearing Services' then-current current operations.

Only in the event defined as Force Majeure above, and in In the event the Employer curtails its operations and reduces staff as a result of a Force Majeur event, this will not constitute a layoff and Article 15 shall not apply. The Employer and the Union will meet to discuss possible measures to cushion the impact of such Force Majeure on affected employees., the parties agree to the following amendment to the terms of Article 15.03 concerning the amount of advance notice, or pay in lieu thereof, to be provided to affected Employees who are laid off from Canadian Hearing Services:

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Length of lay-off	For Employees who have access to government wage replacement benefits made available directly to affected employees	For Employees who do not have access to government wage replacement benefits made available directly to affected employees
Less than 3 months	1 week's written notice (or pay in lieu)	1 week's written notice (or pay in lieu)
At the 3 month mark	Additional 2 week's pay	Additional 5 week's pay
At the 6 month mark	Additional 1 week's pay	0 week's notice or pay
At the 9 month mark	Additional 1 week's pay	0 week's notice or pay
At the 12 month mark	Additional 1 week's pay	0 week's notice or pay

All other provisions of the Collective Agreement will remain in full force and effect except as may otherwise be agreed to in the course of application. Where the Employer curtails its operations and reduces its staff, the Employer will meet its obligations to extend benefits coverage pursuant to Article 15.10. CHS will endeavour to have the applicable benefits carrier agree to permit the continuation of health and dental benefits for an additional three (3) months beyond the period prescribed in Article 15.10 in the event employees remain off on account of the closure and reduction of staff. In the event that the carrier permits any extension of benefits beyond the period prescribed in Article 15.10, the Employer will pay 100% of the premium costs associated with the benefits coverage.