

CUPE 2073

Canadian Hearing Services

[www.cupe2073.ca](http://www.cupe2073.ca)

November 9, 2022

Dear Members,

Attached you will find changes CHS is seeking to make to our Layoff and Recall language (Article 15). This is also what we commonly call our job-security language, as it sets out the Employer's obligations to members of CUPE 2073 whenever the Employer makes a decision to reduce operations or restructure the organization.

As you will see, the employer wants to alter nearly every paragraph of the existing language. The most significant changes they are demanding are as follows:

- Create two categories of layoffs: (15.01)
  1. Permanent: where employees can exercise bumping rights, sever employment, receive payment in lieu of notice
  2. Temporary: where employees are put in a kind of purgatory and do not have access to the above as long as the Employer has an "intention" to return them to work
- Change Employer's mandatory obligation to retrain Deaf employees to "where practicable" (15.02)
- Create tiers of notice based on the number of years employed (15.03)
- Add a stipulation that bumping into another position may only occur if the employee can perform the job "without training," i.e. perform the job immediately (15.05)
- Similarly, stipulate that employees will only be recalled if they can perform the job "without training," i.e. perform the job immediately (15.06)
- Forego the Employer's obligation to hold severance pay in trust for employees who choose to be on recall (15.08)
- Remove the Employer's obligation to provide an equivalent level of benefits coverage in the event they change carriers (15.11)
- Broadly define Force Majeure/Act-of-God where anything "beyond the Employer's control" negates the layoff provisions (NEW 15.12)

Members should note the Employer has couched their proposed changes as a response to the "liabilities" and "risks" associated with the mass layoffs at the onset of the pandemic in 2020. In

response, the Union has sought to introduce the October 2020 Memorandum of Agreement the parties created to address the Employers notice obligations during the mass layoffs. The Employer has flatly rejected the language in the 2020 Memorandum of Agreement as a solution.

We hope this document will give you a sense of what is at stake in this round of negotiations.