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Union proposed language in **Bold Blue**, Employer proposed language in **Bold Black**
All strikethroughs indicate language the Employer rejects

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.**

(b) A temporary layoff is defined as:

- I. a temporary reduction in the workforce of three months or less or such longer period agreed to by the parties, or**
- II. a temporary reduction in an employee's regular hours of work of forty per cent (40%) or greater of three months or less or such longer period agreed to by the parties, or**
- III. a short term closure of all or part of the Employer's business of three months or less or such longer period agreed to by the parties.**

(c) 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.

(d) When an Employee ~~who held such position~~ is on layoff, 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

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

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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) **with the least bargaining unit seniority** 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.

It is understood that ~~the~~ **such training shall be for** 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 than four (4) weeks if they have been employed for less than three (3) years, the time of layoff.**

The Employer shall give Employees temporarily laid off no less than two (2) weeks' notice of layoff.

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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 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 be 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 **including possible reassignment to an available position in the bargaining unit, subject to the employee's agreement. Any reassignment will require that the affected employee have the skills, ability and qualifications to perform the available work without training additional education or licensing, but with customary orientation for the job in question on the job training.** Where employees seeking reassignment have **relative** equal skills, ability, qualifications and experience to perform the available work, the work will be assigned in order of bargaining unit **seniority**. 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

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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 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. 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

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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

No new Employee shall be hired until those laid off have been given an opportunity of recall; **so long as laid off Employees have the skills, ability and qualifications to perform the available work without additional education or licensing, but with customary on the job training.** ~~unless present laid off Employees are unable due to skills and qualifications to perform the required work.~~

15.08 Severance **of Employment** Pay

(a) In addition to receiving notice of layoff or pay in lieu thereof in accordance with Article 15.03, an **permanently laid off** Employee ~~shall at the time of layoff,~~ **who, at the time of layoff, 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.

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15.10 Continuation of Benefits

The Society agrees to pay the full premiums for all Employee Benefits Plan for Employees laid-off for **From the Employee's date of lay off, for up to three (3) months or as provided by legislation, whichever is greater,** 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

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.

[Agree to move to Article 25. Union suggests 25.08](#)

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

A Force Majeure shall only be declared by a level of government and is defined as an event including the outbreak of war on Canadian territory, a pandemic, a terrorist attack, fire, flood, or other catastrophic weather event, or other disastrous circumstance beyond the Employer's control, which a significantly impacts the ability of the Employer to operate, and impacts an

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Employee’s ability to work for a duration longer than a week. For clarity, Force Majeure does not include brief power outages, the impact of the price of goods, services, supplies, or physical assets, a downturn in the economy, or the financial state, or the relative profitability or unprofitability of the Employer’s current operations.

In the event the Employer curtails its operations, and/or reduces staff or their hours of work by 40 per cent or greater, as a result of a Force Majeure event, this will not constitute a layoff and the remainder of Article 15 shall not apply. The Employer and the Union will meet weekly to discuss possible measures to cushion the impact of such Force Majeure on affected employees and expected duration. If either party continues to rely on Force Majeure after the effects have ended they will be in breach of the Force Majeure clause and Article 15 will apply.

NEW – Letter of Intent

For the duration of the Collective Agreement, subject to renewal by agreement of the parties on the renewal of the collective agreement, the parties agree as follows:

In the event of a pandemic or other public health emergency that significantly impacts the ability of the Employer to operate, and impacts an employee’s ability to work for a duration of longer than a week, the Employer and the Union will refer to the Minutes of Settlement reached between the Employer and the Union in relation to the COVID-19 Pandemic Grievances dated 04/13/2020 and 05/01/2020, dated October 19, 2020, as a guideline in assessing feasible measures that may be implemented to cushion the impact of such pandemic or public health emergency on affected employees.

Dated this _____ day of November 14, 2022.

For the Union

For the Employer
