

Article 22 – Redeployment, Layoff, and Recall Procedures

- 22.01 A Teaching Faculty Member may relinquish his/her appointment through retirement or resignation. Layoff pursuant to this article is not dismissal for cause, under Article 23 (Discipline), and shall not be recorded or reported as such. The Employer may layoff Teaching Faculty Members only for the following reasons:
- a) The institution experiences substantial or recurring financial losses which threaten continued functioning of the institution; or
 - b) The closure of a program for academic reasons pursuant to a recommendation by Academic Council, a change in institutional mandate, substantial or recurring financial losses within a program, or enrollments that have been demonstrably too low to sustain the program.
- 22.02 Before a Teaching Faculty Member is laid off as a result of conditions under 22.01, the Employer shall make all reasonable efforts to avoid such layoff through attrition or through the redeployment of a potentially affected Teaching Faculty Member to other work assignments for which they possess the necessary skills, qualifications, expertise and experience. The Employer may require a potentially affected Teaching Faculty Member to take reasonable additional training. Costs of such training shall be borne by the Employer.
- 22.03 The Association shall be given twenty (20) Days' notice of impending layoff prior to notifying a Teaching Faculty Member of a layoff as a result of conditions under Article 22.01. The Employer shall meet with the Association to describe the circumstances of the potential layoff and provide documentation of its efforts under Article 22.02. The Parties may discuss and agree to alternative arrangements that meet the operational needs of the Employer and forestall or eliminate the need for the layoff.
- 22.04 Failing such agreement under Article 22.03, the Employer shall provide to the Association a list of the Teaching Faculty Members it intends to provide with notice of layoff and proceed with the provision of notice under Article 22.05.
- 22.05 The Employer shall provide the Teaching Faculty Member with six (6) months' notice of layoff, in writing. The notice of layoff shall set out the layoff date of the Teaching Faculty Member, and shall provide, where possible, specific information on alternative employment arrangements available to the Teaching Faculty Member and options related to recall and severance under Articles 22.14

to 22.17. The period from the date on the notice of layoff up to and including the layoff date shall be the notice period. If the Teaching Faculty Member is not available to receive the notice directly as per Article 8.03, it shall be sent by registered mail to his/her current address on the Employer's file and be deemed to have been received two (2) Days later than the date on the registered mail documentation.

22.06 Where a reduction of (a) Teaching Faculty Member(s) is required, layoff shall take place in the following order:

First: Teaching Faculty Members who do not possess the qualifications, skills, and abilities to meet the continuing program needs.

Second: Teaching Faculty Members without Continuing Appointments in reverse order of seniority.

Third: Teaching Faculty Members with Continuing Appointments in reverse order of seniority.

The Association shall be provided with current seniority lists within each of the categories. If two (2) or more members have equal seniority, the order of layoff shall be decided by lot.

22.07 Seniority for the purposes of Article 22.06 shall be accrued on an institution-wide basis for time in a position as a Teaching Faculty Member.

- a) A Teaching Faculty Member shall begin accruing seniority from the date of hire according to Article 15 (Appointments) if their appointment was after June 30, 2012.
- b) The seniority of a Teaching Faculty Member who began working for the Employer prior to June 30, 2012 shall be based on the following:
 - i. Date of hire as a Teaching Faculty Member;
 - ii. A Teaching Faculty Member hired on a reduced workload shall have his/her seniority calculated proportionally;
 - iii. Seniority shall continue to be acquired during the following leaves: professional development, maternity, parental, adoption, bereavement, compassionate, compassionate care, court, disability;
 - iv. Seniority shall continue to be acquired through all discipline suspensions, appeals, grievances, and/or arbitrations; and
 - v. Seniority shall not be acquired during appointments outside the

bargaining unit with the exception of an appointment as a member of the UOIT Board of Governors.

c) Loss of Seniority

An Employee shall lose all seniority if s/he resigns his/her appointment or is terminated for cause.

22.08 During the notice period under Article 22.05, the Employer shall continue its efforts to identify an alternative to layoff that meets its operational needs. When any new continuing and/or limited term positions are created or available, the members on impending layoff will be notified.

22.09 The layoff date of a Teaching Faculty Member in receipt of a notice of layoff while on a maternity, parental, LTD or WSIB leave shall be the end of the Academic Term in which he/she returns from the leave.

22.10 While a Teaching Faculty Member is expected to continue to work as assigned during the notice period, the Employer, at its sole discretion, may excuse the Teaching Faculty Member from some or all of his/her work obligations during the notice period.

22.11 A Teaching Faculty Member who resigns or retires during the notice period is not eligible for severance pay under Article 22.16.

22.12 During the notice period, a Teaching Faculty Member shall be afforded reasonable approved absence with pay for the purpose of seeking employment. Requests for such absences must first be made to the Dean and shall not be unreasonably withheld.

22.13 At the end of the notice period, effective on the layoff date set out in the notice of layoff, all Teaching Faculty Members who are in receipt of such notice under Article 22.05 shall be eligible either to be placed on a recall list under Article 22.14 or to accept a severance payment under Article 22.16.

22.14 All laid off Teaching Faculty Members shall have recall rights for two (2) years from the date of the Teaching Faculty Member's layoff. The Employer shall provide the Association with a list of any employees who have been laid off and are on recall status.

22.15 A Teaching Faculty Member shall be recalled to an open position for which he/she possesses the necessary skills, qualifications, expertise and experience.

In the event that more than one of the Teaching Faculty Members on the recall list are so qualified, the Teaching Faculty Member(s) shall be recalled in the reverse order of layoff as set out in Article 22.06.

- 22.16 At the end of the notice period, effective on the layoff date set out in the notice of layoff, all Teaching Faculty Members who are in receipt of such notice under Article 22.05 who have not elected to be placed on a recall list under Article 22.14, or whose recall rights under Article 22.14 have expired without him/her having been recalled, shall receive a severance payment on the basis of one (1) month's base salary per complete year of employment with the Employer at his/her then current salary rate to a maximum of six (6) months' salary. An employee who refuses a recall for a Teaching Faculty position is not eligible for severance under this Article.
- 22.17 The Employer shall provide Teaching Faculty Members who elect to accept severance pay at the end of the layoff notice period rather than be placed on the recall list under Article 22.14, or whose recall rights have expired without recall, with a severance letter that sets out the extent of his/her eligibility for any benefits under the Collective Agreement.
- 22.18 If the employment of a Teaching Faculty Member is terminated for cause, under Article 23 (Discipline), no notice shall be given and no severance shall be paid.
- 22.19 The Association shall have the right to take all grievances arising from this Article directly to Step 2 of the Grievance Process in Article 11.