210 Redeployment, Bumping, Layoff Policy and Procedure, Regular Full-time Support Staff

Revised: June 1997

Purpose

This policy establishes a standard practice to be followed in the event of position redundancy, bumping and lay-off.

Definitions

Day

A working day as observed by the University's Human Resources Division.

Regular full-time

An employment class conferring upon its incumbents the anticipation of:
a) hours of work as normally in effect for the employee group or as outlined in the appropriate collective agreement;
b) an indeterminate term of employment or a predetermined term of employment which exceeds the time limits as specified by the collective agreement or the Employment Standards Act of Ontario

Temporary full-time

An employment class conferring upon its incumbents, the anticipation of:
a) hours of work as normally in effect for the employee group or as outlined in the appropriate collective agreement;
b) a determinate term of employment of less than 12 months, unless otherwise specified by collective agreement;
c) term of greater than twelve (12) months, where not covered by a collective agreement subject to the approval of Human Resources.

Part-time

An employment class conferring upon its incumbents the anticipation of being employed for not more than 24 hours per week averaged over a 2 week pay period. Some collective agreements may specify a lower number of hours. Such specifics are outlined in the recognition clauses of the collective agreements.

Seniority

The length of unbroken full-time service within a certified bargaining unit as defined by the appropriate collective agreement.

Length of Service

The length of unbroken full-time service with the University or years of combined OMAFRA/University Service as appropriate. Junior Employee
Means the employee with the least length of service/seniority within the affected salary band. Redundancy
Means cessation of a position(s) because of a reduction in force, lack of work, the discontinuance of a function or a facility of the University; however, "redundancy" may not result in a "lay-off". Lay-off

Means cessation of employment because of lack of work in an employee's salary band or the discontinuance of a function or facility of the University.

Policy

Procedures for the reduction of staff have been established with a view to meeting the University's operating requirements and role as a good employer, and to minimize the loss of valuable human resources and the impact upon those individuals directly affected by staff reductions. The strength and viability of the department/college/directorate must be maintained in the interest of the University's short and long term needs. The most strenuous effort will be made to retain any employee within his/her salary band. It should be noted that this policy is not to be confused with termination for cause, and is not intended as a substitute for such terminations.

When it becomes necessary to reduce staff, such reductions will be handled in a fair and equitable manner. In order to avoid lay-offs, the deans/directors will attempt to resolve the reduction first within his/her own college/directorate and then in co-operation with other colleges or directorates. All vacant regular full-time positions (within the appropriate employee group), within a forty (40) kilometre radius of the affected regular full-time employee's present work location, will be considered for the purpose of transfer. With mutual consent, the affected regular full-time employee may be transferred to a vacant position (within the appropriate employee group and an appropriate salary band), beyond a forty (40) kilometre radius of the employee's present work location. An employee who does not agree to an identified transfer beyond a forty (40) kilometre radius and whose position is no longer required, may elect to exercise his/her length of service for the purpose of "bumping", as outlined below. For the purpose of this policy, the Woodstock Research Station is deemed to fall within a forty (40) kilometre radius of Guelph.

In any event, if budget reductions affecting staff are anticipated, the dean/director will give as much prior notice as possible to the Manager of Employee Relations.

Procedure

Redeployment, lay-offs, bumping rights and recall from lay-off will be undertaken within employee groups only and as specifically defined by Collective Agreement (i.e. Canadian Union of Public Employees - Local 1334, United Steelworkers, Local 4120, University of Guelph Food Service Employees Association, University Police Association, Canadian Union of Operating Engineers, Ontario Nurses' Association). In the absence of specific collective agreement language, the procedure outlined below will apply. The following procedures will apply for regular full-time Exempt Staff. However the exercise of length of service/seniority is limited to a forty (40) kilometre radius of his/her current work location. For the purpose of this policy, the Woodstock Research Station is deemed to fall within a forty (40) kilometre radius of Guelph.

1. In the event of the need to reduce positions within a department, college or directorate, part-time, temporary full-time and probationary employees will be displaced from the University first, where such displacement satisfies the need for the reduction, in the order mentioned above.

2. Part-time, temporary full-time and probationary staff affected by such reduction will be terminated.

3. If the redeployment exercise has been unsuccessful, and the affected regular full-time employee elects to exercise his/her length of service/seniority, then the employee with the least length of service/seniority within the salary band affected will be displaced from his/her department. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

4. The employee displaced from his/her department will be eligible, length of service/seniority permitting, to displace within his/her salary band the most junior employee working elsewhere within his/her college or directorate. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

5. The employee displaced from his/her college or directorate will be eligible, length of service/seniority permitting,

to displace within his/her salary band the most junior employee working elsewhere within the University. If the employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior employee within his/her salary band, provided they are capable of performing the job.

6. The last employee displaced (resulting from 3, 4 and 5 above), will be eligible, length of service/seniority permitting, to displace(as outlined in 3, 4 and 5 above) the most junior employee within his/her salary band and subsequently the next lower paid salary band, provided they are capable of performing the job.

7. The University will give employees who have completed their probationary period notice of impending lay-off in accord with the following scale:

Up to Four Years of Service	One (1) Month
Four & Five Years of Service	Two (2) Months
Six & Seven Years of Service	Three (3) Months
Eight & Nine Years of Service	Four (4) Months
Ten to Fourteen Years of Service	Five (5) Months
Fifteen or More Years of Service	Six (6) Months

8. The period of notice shall commence from the date on which the employee and the Association, Union or Employee Group receive written notice of lay-off from the University.

9. An employee may elect to receive payment in lieu of notice equal to three weeks of pay per year of service to a maximum of fifty-two weeks or the maximum number of weeks remaining until normal retirement. However, it is understood that should an employee elect to receive pay in lieu of notice, they relinquish their rights to recall and such employee shall be considered to have terminated their employment with the University.

10. An employee who is placed on lay-off from the University will have recall rights for a period of 18 months, or as specified by collective agreement, commencing on the actual date of lay-off.

11. Employees who are on notice of lay-off from the University are to report to their Human Resources Consultant, Human Resources Division, so that individual resumes can be reviewed and updated.

Benefits

1. The employees notified of impending lay-off will be interviewed by the Manager of Total Compensation & Benefits or designate and the Manager of Employee Relations or designate so that they may be advised of their benefits status and their rights.
2. During the period of lay-off, an employee may continue to participate in the major medical, life insurance, and dental portions of the benefits plan. Participation in the long term disability plan, and in the pension plan, will be suspended until the employee's return to work. The University will continue to contribute its normal portion of the total cost of the benefits plan for which such employee is eligible for a period of up to 4 months following the date of lay-off. Should the lay-off continue for more than 4 months, the employee may continue to participate in the benefits program provided the employee pays the total cost of the plans for which they are eligible. If the employee has not submitted payment for benefits participation by the end of the month for which the employee had benefits coverage, the employee shall be deemed to have ceased participation in the benefits program. Sick leave entitlement will be discontinued during the period of lay-off. Vacation credits shall accumulate to the end of the month during which the lay-off occurs. Outstanding accumulated vacation credits will be liquidated in accordance with normal University policy.
3. Credited service for pension purposes will not be earned during the lay-off period. (Pension contribution refunds will be made only if employment terminates.)

Recall

1. When a vacancy occurs, an employee laid off from the University will be the first eligible, length of service/seniority permitting, to fill that vacancy provided they are capable of performing the requirement of the position.
2. When a vacancy occurs within the college or directorate, an employee displaced from that college or

directorate will be the first eligible, length of service/seniority permitting, to fill that vacancy provided they are capable of performing the requirements of the position.

3. Notice of recall from lay-off for any position shall be sent by registered mail to the employee's last known address. If the employee fails to report for work within seven calendar days from the notice of return to work, the individual will be deemed to have terminated their employment. It is the employee's responsibility to notify Human Resources of any changes of address.

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