

ARTICLE 18 – STAFF REDUCTION

Statement: Purpose and Intent

The Parties have entered into agreement on the provisions of this Article to produce a fair and equitable approach to handling Staff Reductions which may be necessary from time to time within the Union Bargaining Unit. Our mutual intent as a first step is to examine ways and means to avoid Staff Reduction or reduce its impact by the application of layoff avoidance strategies.

18.1 Notification

18.1.1 The Employer shall provide the Union with notice of a Staff Reduction before proposing a layoff to staff within the Bargaining Unit. The Employer may propose a layoff of Employees only as a result of an identified or stipulated reduction or termination of a program or option, services or function, or other special circumstances by mutual agreement. Therefore, layoff of staff shall be in accordance with the following provisions:

18.1.1.1 Notification of the possible effect of a decline in student enrolment, or reduction or termination of a program or option, services or function, shall be submitted to the Department concerned at a Department meeting, and to the Labour/Management Committee, at least three (3) months prior to the effective date of layoff.

18.1.1.2 Notification shall include the effective layoff date and layoff numbers by Department.

18.1.1.3 Layoff numbers shall not be greater than required to be consonant with the stipulated reduction or termination of a program or option, service or function. The number of individual layoff notices issued in a Department shall not exceed such numbers.

18.1.1.4 When responsibility for a course or courses, or equivalent course material, taught by a Regular Employee is transferred from one Department or Division of the Institute to another Department or Division, such transfer shall not be reason for a Regular Employee to become subject to Article 18 (Staff Reduction).

18.1.2 Issuing Notices of Staff Reduction

18.1.2.1 Prior to issuing a notice to the Department concerned at a Department meeting, a copy of the notice, which will include a copy of the form in the format agreed to between the Parties, shall be forwarded to the Union, and may be done so by electronic mail.

18.1.2.2 Within two working days of the delivery of the notice to the Union, the Parties shall meet as the Labour Management Committee. The Institute shall ensure that the Manager of the Department affected by the proposed notice is in attendance to answer questions and discuss the information contained in the notice.

18.1.2.3 Subsequent to the meeting set out in Article 18.1.2.2, the Institute may issue, amend or rescind the notice. If the Union does not agree to the notice it retains the right to grieve the matter.

18.2 Layoff Avoidance Strategy Review

18.2.1 When layoff notice is delivered, the Department, in conjunction with the appropriate Manager, and assisted as appropriate by Human Resources and/or Labour Relations, shall take immediate action and within 10 working days shall undertake a review to determine whether a strategy to avoid the need for layoff within the Department can be devised. The review will address the following possibilities:

18.2.1.1 Counterbalancing Part-Time Studies/Industry Services Workload

The need for layoff may be alleviated in a Department where layoff notice has been served if the Department takes on a counter-balancing workload in Part-Time Studies or Industry Services. The Department would make assignments of Departmental staff for this work on a reasonable and equitable basis. The Union waives the premium workload calculation for work outside of normal hours, per Article 8.1.4, where an otherwise necessary layoff is being avoided by resort to this procedure. Staff would remain on regular salary.

18.2.1.2 Voluntary Layoff

A Regular Employee in a Department which has received layoff notice may apply to the Employer to volunteer for full or partial layoff as of the effective layoff date. An Employee who opts for such layoff shall not, however, be covered by the provisions for bumping and recall.

18.2.1.3 Early Retirement

A Regular Employee in a Department which has received layoff notice may apply to the Employer for early retirement if eligible under the terms of Article 17.4, with this benefit commencing as of the effective layoff date.

18.2.1.4 Job Sharing

Two or more Regular Employees in a Department which has received layoff notice may reduce their respective workloads and salaries to the extent necessary to remove the need for layoff in a Department. The Employer agrees to maintain all benefits for Employees in such a case - including pensions - at a level consistent with their respective 100% salary levels, provided that affected Employees elect to make their required level of pension and Long Term Disability contributions to accomplish this.

18.2.1.5 Voluntary Transfer

A Regular Employee in a Department which has received layoff notice may apply to transfer voluntarily to a vacancy in another Department at BCIT which has need of additional staff. The receiving Department will review the volunteer's qualifications to determine whether the volunteer is suitably qualified to enter the Department.

18.2.1.6 Retraining or Special Employment

The Employer may elect to provide the opportunity of retraining or return to industry or institutional exchange for a Regular Employee in a Department which has received layoff notice at the Employee's regular rate of pay in a program mutually agreed upon by the Employer and the

Employee provided that the amount of any remuneration received for the work experience in this program shall be deducted from the Employee's remuneration from the Institute. The Employer guarantees to reinstate the Employee at the end of the program in a position equivalent to the one previously held.

18.2.1.7 Other Strategies

The Parties agree to pursue and encourage other strategies which may be available from time to time in a cooperative endeavour to avoid the need for layoff in a Department.

18.2.2 Should layoff avoidance strategies be successful, the original layoff notice to the Department will be rescinded or reduced as appropriate.

18.3 Layoff Procedures

18.3.1 Where there is still a need for layoff in a Department, layoff will occur in reverse order of seniority in a Department, starting with the Regular Employee with the least amount of seniority except in cases where essential skills or expertise must be retained, and this matter shall be dealt with as follows:

18.3.1.1 An individual Department member, or the Manager, or the whole Department may raise the question of essential skills or expertise within 10 working days of layoff notice being received by the Department.

18.3.1.2 Management, in consultation with the Department, and after taking into account Departmental objectives, projected Departmental activities for the coming year, and, where applicable, recent job descriptions, recent job postings and selection criteria, will determine criteria for use in making recommendations with respect to essential skills or expertise.

18.3.1.3 Questions involving the determination of essential skills or expertise are handled by the Departmental Selection Committee within one (1) month of layoff notice being received by the Department.

18.3.1.4 The Manager convenes the Selection Committee to review the essential skills or expertise of Department members within one (1) month of layoff notice being received by the Department. The review proceeds in order of seniority beginning with the least senior Employee in the Department by posing the following question: If this person were laid off, would the Department have within the Employees remaining the essential skills or expertise needed to meet Departmental objectives and activities?

18.3.1.5 If the answer is YES, then layoff would be recommended for the Employee; if the answer is NO, then the question would be posed for the next least senior Employee in the Department. This procedure would continue until the required number of Employees to be laid off have been identified.

18.3.1.6 Where the Selection Committee is deadlocked, the question involved shall be resolved in favour of the Employee with more seniority. This is a conclusive determination, with the outcome forwarded to the Dean for appropriate handling.

18.3.1.7 In all cases except deadlock, the Selection Committee's decision on its

recommendations is forwarded to the Dean.

18.3.1.8 The Dean reviews the Selection Committee recommendations.

18.3.1.9 The Dean accepts or rejects the Selection Committee recommendations and informs the Manager.

18.3.2 Where a layoff decision must be made between Employees with identical seniority, the following steps shall be followed in order:

Step 1 The application of essential skills or expertise procedures under this Article if these procedures have not already been applied.

Step 2 If not resolved at Step 1, the Employees with identical seniority shall attempt to resolve the issue in private discussion.

Step 3 If not resolved at Step 2, the decision shall be made by a coin toss, conducted by the Parties, in the presence of the Employees directly affected.

18.3.3 Layoff notice shall be served to the Employee appropriately identified as above giving a minimum of two (2) months' notice before the layoff date becomes effective.

18.3.3.1 The Employer may give layoff notice to Employee(s) to the extent of a partial workload, Articles 8.2.4, 8.3.1 and 8.4.1 notwithstanding.

18.3.3.2 When an Employee on professional development leave is working or studying outside the Greater Vancouver Regional District, and the Employee on leave becomes subject to layoff provisions, the two (2) month notice required in this Article shall be calculated as not less than two (2) months from the expiry of the leave.

18.4 Rights of Employees With Layoff Notice

18.4.1 An Employee has the right to avoid layoff by opting for a full or partial workload available in Part-Time Studies and Industry Services or another Department, if the Employee is suitably qualified to do the job and the receiving Department's Selection Committee so recommends with subsequent approval.

18.4.2 An Employee affected by layoff provisions has a right to displace Auxiliary Employees, subject to the Selection Committee recommendation, with subsequent approval, that the Employee can do the job.

18.4.3 An Employee must be given the option of transferring at no loss of pay or benefits into another Department if the Employee is recommended as being qualified for a vacancy there, by the receiving Department's Selection Committee, with subsequent approval, and the Employee shall have the right of first refusal over any outside candidate, or any inside candidate with less seniority, for such a position. If the transfer involves relocation to another part of the Province, the Employer shall pay necessary relocation expenses.

18.4.4 An Employee affected by partial layoff may opt for:

18.4.4.1 pro rata severance pay, combined with continuing part-time Regular employment; or

18.4.4.2 full layoff with full severance pay.

- 18.4.5 An Employee may opt for a special period of leave without pay for up to a year. This will enable the Employee to remain employed by the Institute - and eligible to continue on the Institute benefit program at the Employee's own expense if so desired - in the hope that conditions will change and that layoff will not be necessary in the future. However, layoff is merely deferred in these cases to the end of the leave period. In the event the layoff notice is cancelled and the Employee resumes employment, the Employee may establish the leave period as pensionable service by electing to make pension contributions for the period.
- 18.4.6 An Employee who has received formal notice of layoff has the right to displace (bump) any Regular Employee in the Institute who has less service seniority calculated as specified in Article 7.3, subject to three conditions:
- 18.4.6.1 The Employee must be senior to one or more of the Employees in the receiving Department;
 - 18.4.6.2 The incoming Employee must have at least the minimum qualifications to carry out the duties involved; and
 - 18.4.6.3 The skills or expertise of the displaced Employee are not essential to the receiving Department.
- 18.4.7 The bumping process shall proceed as follows, and shall be concluded within one (1) month of the individual indicating a wish to bump into a Department:
- 18.4.7.1 The Employee with layoff notice must identify, within one (1) month of receiving individual notice of layoff, the Department(s) into which the Employee wishes to bump and whether the Employee seeks to carry out Faculty, Assistant Instructor or Technical Staff functions or is willing to carry out any of these functions.
 - 18.4.7.2 The qualifications of the incoming Employee shall be assessed by the Departmental Selection Committee using the criteria determined according to Article 18.3.1.2 as a guide. If the receiving Department's Selection Committee recommends, with subsequent approval, that the applicant has the minimum qualifications as determined by the Department (that is, the Employee can assume tasks within the Department) then the applicant provisionally enters the Department. In the event that the application is denied because the Employee lacks "minimum qualifications", evidence relied on to reach this decision must be presented in writing to the Employee and the Union.
 - 18.4.7.3 If the Employee is provisionally placed in the Department, then the Parties conduct a strategy review to determine whether the bumping Employee can be accommodated in the Department without resort to layoff. If a full or partial layoff is still necessary, then the Department conducts essential skills and expertise deliberations as per Article 18.3, assuming the presence of the bumping Employee in the Department.
 - 18.4.7.4 The appointment of an incoming Employee may be full or partial, as necessary.
 - 18.4.7.5 An Employee who successfully bumps into a position with a lower maximum salary will be placed as follows:
 - 18.4.7.5.1 If the Employee's previous salary rate is above the new salary

range, the Employee shall be placed at the top rate of that range.

18.4.7.5.2 If the Employee's previous salary rate is within the new salary range, the Employee shall be placed at the step above that previous salary.

18.4.7.6 An Employee who successfully bumps into a position with a higher maximum salary shall not suffer a reduction in salary and shall be placed as per the principle outlined in Articles 11.7.12.3 and 11.5.6.3.

18.4.7.7 A displaced Employee shall be given two (2) months individual notice of layoff, either full or partial, as necessary.

18.4.7.8 Once the displacement process is completed, the Department proceeds to allocate duties as per Article 14.2.

18.4.7.9 A person who successfully bumps into a Department shall, for two years, have the right of return to the original Department when there is a vacancy for which that person is qualified, if no qualified person who has been laid off and is on recall wishes to fill such a vacancy.

18.4.8 An Employee may opt for severance pay at a rate equal to one (1) month's salary for every year of service up to a maximum of seven (7) months' salary, plus long service award as follows:

1 year	=	1 month pro-rata
2 years	=	2 months pro-rata
3 years	=	3 months pro-rata
4 years	=	4 months pro-rata
5 years	=	5 months pro-rata
6 years	=	6 months pro-rata
7 years	=	7 months pro-rata
10 years	=	*1 additional month
15 years	=	1 additional month
20 years	=	1 additional month

*effective 1990 January 1

The maximum allowable service for this calculation may be altered by mutual agreement of the Parties.

18.5 Employer Options re Employees With Layoff Notice

18.5.1 The Employer may agree to provide leave with pay to Employees with layoff notice for up to one (1) year for retraining work experience or some other purpose, provided any remuneration received by the Employee as a result of the leave activity shall proportionately reduce the Employer's salary obligation to the Employee. Where the Employer grants this leave with pay, layoff notice is merely deferred and will take effect at the conclusion of the leave period unless the layoff notice is cancelled.

18.5.2 Where layoff avoidance strategies are being pursued on behalf of the Employee which need time to be arranged, or in any other circumstance where there may be favourable developments arising which may lead to layoff notice cancellation or reduction, the Employer may defer serving layoff notice to an individual Employee.

18.6 Recall Rights for Employees Laid Off

18.6.1 When a vacancy to be filled by a Regular or Temporary Employee occurs in the Institute, Employees who have left employment at the Institute as a result of the application of layoff or who are currently on leave shall be notified by mail of the vacancy subject to the following conditions:

18.6.1.1 The vacancy occurs within two (2) years of the date the Employee left employment at the Institute or went on leave.

18.6.1.2 The Employee has on file in the Institute Human Resources Office, an application for such information which includes a current electronic mailing address.

18.6.2 If any such Employees apply, then within the relevant Department the most senior Employee applying shall be rehired subject to the applicant having the necessary qualifications to do the job, as recommended by the Departmental Selection Committee, with subsequent approval.

18.6.3 In the event that a laid off Employee is reemployed by the Institute, the Employee shall reimburse the Employer any portion of vacation pay plus severance pay in excess of what would have been required to keep the Employee on full pay (plus allowances if applicable) from the Employee's layoff date to reemployment date. If the Employee is reemployed at a lower rate of pay, the Employee shall reimburse the Employer based on that lower rate.