

ARTICLE 27 – LAYOFF

- 27.01** The Union acknowledges that the Company has the right to determine affected positions for layoff.
- 27.02** Prior to providing layoff notice, the Company shall meet with TEAM and seriously discuss further ways to minimize or avert layoffs by reviewing issues such as redeployment opportunities, lateral transfer opportunities, vacancies, etc. The discussions shall be kept confidential and the Company shall have the sole discretion whether or not to act upon any suggestions. The Company shall provide the number, position title, name and salary classification of the affected employees.
- 27.03 Notice**
- 27.03.1** In the event of layoff, the Company agrees to meet with the Union to discuss said layoffs and to provide notice, fourteen (14) calendar days in advance of affected employees being so notified. Such notice shall include the date of layoff, number, position title, name and salary classification of the affected employees. The Union agrees not to disclose the layoff or any details pertaining to the notice provided until affected employees have received individual notice from the Company.
- 27.03.2** Affected employees shall receive a minimum of two (2) weeks written notice of layoff or two (2) weeks' pay in lieu thereof, or an equivalent combination of notice and pay in lieu of notice equalling two (2) weeks.
- 27.04 Procedure**
- 27.04.1** For the purpose of determining employees affected by a layoff, an employee identified for layoff in a single incumbent position will be assessed with employees in a multiple incumbent position(s) which in the Company's opinion, compares closest to the single incumbent position on the basis of duties and responsibilities. In assessing employees for the purpose of layoff within the combined multiple incumbent position(s), where incumbents are deemed by the Company to be relatively equal on the basis of skill, ability, performance and qualifications, the junior incumbent, according to Net Credited Service (NCS) date, shall be laid off first. In the case of multiple incumbent positions, where incumbents are deemed by the Company to be relatively equal on the basis of skill, ability, performance and qualifications, the junior incumbent, according to Net Credited Service (NCS) date, shall be laid off first. The Company maintains the right to determine the location of the layoff.
- 27.04.2** Affected employees shall not have the right to bump or otherwise move, into any other position under the provisions of this Article, except as expressly set out below.

- 27.04.3** Where an employee in TEAM's jurisdiction has been identified for layoff, and where such employee has the necessary skills and ability to satisfactorily perform an equally or lower rated position being filled by a Unifor and/or IBEW member on an acting basis, the affected employee shall have the right to displace the Unifor or IBEW member prior to being laid off where there is over two (2) months remaining in the acting position.
- 27.04.4** The above shall not apply to Temporary vacancies pursuant to [Article 9](#) and shall only apply to existing TEAM positions. The Company will provide a list of TEAM positions being filled by a Unifor and/or IBEW member on an acting basis to the affected employees in TEAM's jurisdiction designated for layoff.
- 27.04.5** Affected employees must, within two (2) weeks of receiving notice of layoff, identify in writing, along with a current resume, which equally or lower rated positions they believe they have the necessary skills and abilities to satisfactorily perform.
- 27.04.6** The Company shall review the duties and required skill, ability, qualification and experience of all current contractors as per the Letter of Understanding Contracting-In within the VP Group(s) of the employee(s) targeted for layoff. Where it is expected a contractor's assignment will continue for a minimum of six months from the date of layoff and where an employee identified for layoff in the same VP Group has the necessary skill, ability and required qualifications to satisfactorily perform the role of a contractor with four (4) weeks training, the employee shall have the right to displace the contractor prior to being laid off.
- 27.04.7** Any required moves or associated travel/transportation expenses associated with the above shall be borne solely by the employee. Affected employees must commence the equally or lower rated position within seven (7) calendar days of being selected for the position.
- 27.05 Recall**
- 27.05.1** Laid off employees shall have the right to be recalled for up to one hundred and eighty (180) calendar days, in order of NCS, to the position and salary classification from which they were laid off, providing Regular Full-Time work becomes available during this time.
- 27.05.2** The right of recall for laid off employees shall expire at the end of one hundred and eighty (180) calendar days from the date of layoff, at which time the laid off employee shall be deemed to be permanently laid off, and therefore terminated.
- 27.05.3** During recall, an employee may make application in accordance with [Article 8](#) to any vacant position covered by the Collective Agreement.

- 27.05.4** Recall may be done by telephone, or if not contacted by telephone, by registered letter to the employee's last recorded address, at any time within one hundred and eighty (180) calendar days from the date of layoff.
- 27.05.5** It is the responsibility of laid off employees to keep the Company informed, in writing, of their current address and telephone number.
- 27.05.6** The employee shall advise the Company within five (5) calendar days of the date of recall as to their decision.
- 27.05.7** Once recall has been accepted, the employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.

27.06 Employment Status

An employee will be permanently laid off and deemed terminated where:

- (a)** the employee has rejected a recall, or,
- (b)** the employee has failed to notify the Company of his/her decision within five (5) calendar days of being recalled, or
- (c)** the employee has accepted but did not report for duty within fourteen (14) calendar days of recall or as otherwise agreed above, or,
- (d)** pursuant to Article 27.07.3, the employee elects to take severance pay prior to the expiration of the one hundred and eighty (180) calendar day recall period, or,
- (e)** the employee is not recalled within one hundred and eighty (180) calendar days from the date of layoff.

27.07 Severance

- 27.07.1** A permanently laid off and therefore terminated employee shall receive severance pay as follows:

Category	Description	Severance
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1	Age 55 or greater, plus years of service is equal to or greater than 80.	26 week lump sum payment
2	Age 55 or greater, plus 10+ years of service with age plus service less than 80.	26 week lump sum payment
3	Age less than 55, however, age plus service is equal to or greater than 80.	<p>Bridging Allowance (up to a maximum equivalent of 52 weeks base salary) and a 26 week lump sum payment;</p> <p>OR</p> <p>If age is less than 53, at the employee's option, 65 week lump sum payment</p>
4	All other regular full-time or regular part-time employees.	Two (2) weeks per year completed net credited years of service up to a maximum of 65 weeks.

Note: Severance will be prorated for Regular Part-time employees as follows:

For severance purposes, service is represented as the sum of (i) any period or periods of Regular Full-time employment and (ii) any period or periods of Regular Part-time employment, pro-rated accordingly.

27.07.2 All severance amounts noted above are inclusive of notice and severance pursuant to the Canada Labour Code.

27.07.3 Through written agreement between the Company and employee, a laid off employee may elect to forfeit their one hundred and eighty (180) calendar day recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.