ARTICLE 24 LAYOFFS

A. GENERAL

1. Layoff pursuant to this Article is not dismissal for cause and shall not be recorded or reported as such.

2. For the purposes of this Article, seniority shall be established solely by the date upon which continuous employment within the bargaining unit commenced. Time spent as an Associate member of the Association shall be treated, for seniority and layoff purposes, in the same manner as active members of the Association. Seniority shall not be affected by leave taken in accordance with this Agreement or under any previous terms and conditions of employment.

3. All payments of pay in lieu of notice or severance pay hereunder shall be based on a faculty member/Librarian's notional salary, save and except those faculty members/Librarians who are on permanent reduced workload and salary.

4. In no case shall the number of months during which salary is paid under this Article exceed the time remaining until a faculty member/Librarian's normal retirement date.

5. No tenure-stream faculty member shall be laid off until there are no Limited Contract (Temporary) Instructors and Limited Term Faculty in the Department/School affected. Thereafter, the order of layoff is as follows:

   a) probationary faculty members in the Department/School affected, in accordance with A.6;

   b) tenured faculty members in the Department/School affected, hired after December 31, 1991 in accordance with A.6 and A.7;

   c) tenured faculty members in the Department/School affected hired before December 31, 1991 in accordance with A.6 and A.7.

6. No career Librarian shall be laid off until there are no term contract Librarians in the Library. The order of layoff for Librarians will be in order of seniority starting with the least senior.

7. The Chair/Director and the Dean will determine on the basis solely of seniority and ability which faculty members are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:

a) academic performance;

b) professional self-development;

c) contribution to the instructional environment and process.

8. The Dean of Libraries will determine on the basis solely of seniority and ability which Librarians are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:

a) performance;

b) professional development;

c) contribution to the Library.

9. If a faculty member who has expertise in an area of specialization taught by the Department/School where no other faculty member is capable of teaching such an area of specialization, and no other faculty member can be trained within a reasonable time for teaching that discipline, then such faculty member may not be considered for layoff. A written rationale for such situation shall be reported to the Association and the FEC or the RC, as appropriate.

10. If a Librarian who has expertise in an area of specialization where no other Librarian is capable, and no other Librarian can be trained within a reasonable time in that area of specialization, then such Librarian may not be considered for layoff. A written rationale for such situation shall be reported to the Association and the FEC or the RC, as appropriate.

11. Faculty members or Librarians who are selected for layoff under this Article shall be provided with written notice of the reasons for their selection.

12. After the selection of the faculty members or Librarians who are to be laid off, but prior to the implementation of such layoffs, the University shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those faculty members or Librarians who are to be laid off.

13. Faculty members or Librarians who accept such alternative employment shall be given the opportunity to retrain, where necessary, for their new duties. Any transfer of a faculty member or Librarians to an administrative position outside the bargaining unit shall be on terms

satisfactory to the faculty member and the University, failing which agreement there will be a layoff. The faculty member or Librarian shall retain recall rights hereunder.

B. NOTICE OF LAYOFF

1. The University shall provide written notice to faculty members or Librarians who are to be laid off under either a confirmed financial exigency or under a Program Redundancy. Copies of the individual notices shall be provided to the Association. The University shall provide as much advance notice of the layoff as possible, but not less than:

   a) The shorter of twelve (12) months' notice or the remaining duration of the contract of employment for Limited Term Faculty;

   b) Twelve (12) months' notice in advance of the layoff date for pre-tenure faculty members or probationary Librarians;

   c) Eighteen (18) months' notice in advance of the layoff date for tenured faculty members or career Librarians.

2. By informing a faculty member or Librarian and the Association in writing fifteen (15) days in advance, the University may lay off a faculty member or Librarian with pay in lieu of notice or with a combination of notice and pay in lieu of notice totaling the appropriate notice period in B.1. above.

C. SEVERANCE

1. In addition to any paid notice period or pay in lieu of notice, a faculty member or Librarian who is laid off under a confirmed financial exigency or a program redundancy shall be entitled to the following:

   a) one (1) month's pay for each year or partial year of service at the time of layoff for pre-tenure faculty members or probationary Librarians;

   b) one (1) month's pay for each year or partial year of service at the time of layoff, with a minimum total amount of nine (9) months' salary and a maximum total amount of twenty-four (24) months' salary, for tenured faculty members or career Librarian.

D. RECALL RIGHTS

1. If a position subsequently becomes available, faculty members or Librarians who have been laid off within the prior three (3) years shall

receive written advice of the vacancy. A faculty member or Librarian who chooses to apply shall have the right of first refusal for any position in their original Department/School (or the Library in the case of Librarians) for which the faculty member or Librarian is qualified or can be readily trained to be qualified. If more than one faculty member or Librarian satisfies these criteria, recall shall be by seniority among that group.

2. Thereafter, if the vacancy still exists, faculty members or Librarians on the recall list from other Departments/Schools or the Library who are qualified or who can be readily trained to be qualified shall be entitled to recall by seniority. A faculty member or Librarian who is recalled to an area or position at the University other than in their original discipline retains the right of first refusal for any opening in their original discipline or the Library as applicable.

3. If no laid off faculty member or Librarian is qualified or can readily be trained to be qualified or accepts the recall, the University may fill the vacancy through normal recruiting and appointment procedures.

4. Faculty members or Librarians who are recalled to service in the University shall retain all rights and entitlements that would be in place had the faculty member not been laid off.

5. The salary of the recalled faculty member or Librarian shall be that held at the time of layoff, altered by any applicable across the board increases.

6. A faculty member or Librarian being offered recall shall be notified in writing by registered mail sent to their last known address, with a copy to the Association. The faculty member or Librarian shall have 30 days from such mailing in which to respond to the recall offer and shall recommence employment at the beginning of the next academic semester, but in any event, no later than six (6) months from the notice of recall.

7. Should a faculty member or Librarian on the recall list refuse to take an offered position, their name shall remain on the recall list until the earlier of the expiry of the three year period or subsequent recall, with no loss or amendment of recall rights.

E. BENEFITS DURING RECALL

1. A laid off faculty member or Librarian shall be entitled to be covered by the benefits set out in Article 12 herein, except the Life Insurance Plans, Long Term Disability and Travel Insurance, provided they pay all the costs associated therewith. This provision shall continue until the earlier of the securing of alternative full time employment, their recall or the expiry of the three year period.

2. So long as a faculty member or Librarian is eligible for recall, they shall continue to have access to Library facilities on the same basis as active faculty members/Librarians. In addition, Departments/Schools (or the Library, in the case of Librarians) shall endeavour, if practicable, to maintain collegial contact with laid off faculty members/Librarians and to provide them with access to laboratory or computer facilities.

3. So long as a faculty member or Librarian is eligible for recall, they and their dependents shall have the same rights to Waiver of Tuition under Appendix D notwithstanding the layoff.

4. A faculty member or Librarian who is recalled from layoff shall repay, without interest or penalty, any portion of the severance allowance specified in C.1. above that exceeds the amount they would have been paid had they not been laid off and continued to occupy their pre-layoff position.