

ARTICLE 33: PROCEDURE FOR LAY-OFF OF FACULTY PURSUANT TO ARTICLES 31 AND 32

- 33.01 Within Departments or Schools which have been identified pursuant to the procedures outlined either in Article 31 or Article 32 members shall be laid off in the following order:
- (A) first, members of limited-term appointment;
 - (B) second, members on probationary appointment, in reverse order of hire; and,
 - (C) third, tenured members or continuing members, as appropriate, in reverse order of date of hire.
- 33.02 For purposes of this Article, date of hire is established by the date upon which current uninterrupted employment commenced in a position with academic rank. Current uninterrupted employment is not affected by leave taken in accordance with provisions of this Agreement. If, within a Department/School two or more members have the same date of hire, the order of lay-off shall be determined by the number of years since the granting of a member's first degree, those with a lower number being laid-off prior to those with a higher number. Failing a distinction, the order of lay-off shall be determined by lot.
- 33.03 In order to preserve the primacy of the University's academic function, the sequence of lay-offs outlined in 33.01 may be varied. Any variation of the sequence of lay-offs shall be done only for bona fide academic reasons when the academic program of the affected Department/School can no longer be offered except with a variation. If the Dean believes the sequence of lay-offs outlined in 33.01 should be varied, he/she shall inform the Association and the member(s) in writing, stating what the specific variation he/she believes is necessary and the reason why the academic program of the affected Department/School is best served by the variation.
- 33.04 Members being laid off for reasons of financial crisis will be given written notice as follows:
- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
 - (B) members on a probationary appointment shall be given six months' notice in writing; and,
 - (C) members holding tenured or continuing appointments shall be given six months' notice in writing.
- 33.05 Members being laid off for academic reasons will be given written notice as follows:
- (A) members on term appointments shall be given three months' notice in writing; notwithstanding the foregoing, term employment shall cease on the date stated in the letter of appointment if that date is prior to the expiration of the three months' notice;
 - (B) members on a probationary appointment shall be given six months' notice in writing; and,

- (C) members holding tenured or continuing appointments shall be given six month's notice in writing.
- 33.06 At the Board's discretion, members being laid off may be given payment in lieu of notice.
- 33.07 In addition to the notice or payment in lieu of notice described in 33.04 and 33.06 above,
- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to six months' salary (at his/her salary rate at the time of termination);
 - (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to twelve months' salary (at his/her salary rate at the time of termination); and,
 - (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of fifteen months' salary and to a maximum of twenty months' salary.
- 33.08 In addition to the notice or payment in lieu of notice described in 33.05 and 33.06 above.
- (A) a faculty member holding a first probationary appointment who is laid off shall receive a termination allowance equal to nine months' salary (at his/her salary rate at the time of termination);
 - (B) a faculty member holding a second probationary appointment who is laid off shall receive a termination allowance equal to fifteen months' salary (at his/her salary rate at the time of termination); and,
 - (C) a member holding a tenured or continuing appointment who is laid off shall receive a termination allowance equal to one month's pay (at his/her salary rate at the time of termination) for each completed year of service, to a minimum allowance of the equivalent of twenty-four months' salary and to a maximum of thirty months' salary.
- 33.09 Members with tenured or continuing appointments who are at least forty years of age, who have held for at least six years a current continuous full-time appointment with the University, and for whom the sum of their age plus their years of current continuous full-time appointment with the University is at least fifty-five, shall be exempt from lay-off until all other lay-off procedures provided for in this Article have been completed.
- 33.10 The President shall notify in writing each probationary member recommended for lay-off and each tenured or continuing member recommended for lay-off. In both cases the notice of lay-off shall state the reasons for the lay-off pursuant to Article 31 or Article 32.
- 33.11 Laid-off members shall retain their recall rights as provided for in 33.12 and shall receive written notice of all vacancies being filled in academic positions and in administrative positions at Grade 10 or above in the University within that period, such notice to be mailed to the member's last known address. It is the member's responsibility to keep the University informed of his/her current address.

- 33.12 A laid-off member shall have the right of first refusal following the date of lay-off for any vacancy in his/her Department/School unless the Board can demonstrate that the post is so specialized that it cannot be filled by the laid-off member or by an rearrangement of duties within the member's Department/School for the following periods, as appropriate:
- (A) tenured and continuing members, for a period of four years;
 - (B) members in a second probationary appointment, for a period of three years; and,
 - (C) members in a first probationary appointment for a period of two years.
- 33.13 The order of right to be recalled shall be the reverse of the lay-off.
- 33.14 A laid-off member shall have one month in which to accept an offer of re-employment as provided for in 33.11 and 33.12 and shall have up to nine months to terminate other employment in order to take up a position in the bargaining unit, and up to three months in order to take up a position that is not in the bargaining unit.
- 33.15 When accepting a recall, a member shall be required, as a condition of recall, to repay any termination payments (not including any payment received in lieu of notice) which exceeds what his/her salary would have been for the period had he/she continued to occupy his/her former position.
- 33.16 Any member who rejects an offer of a position as provided for in 33.12 or who fails to respond within the one month provided for in 33.14 or who informs the University that he/she is no longer interested in re-employment with the University shall have forfeited all further rights accorded laid-off members.
- 33.17 A member who, pursuant to 33.11, accepts employment in the University in an area other than his/her original Department/School shall retain the full right of first refusal for any position in that original Department/School.
- 33.18 While subject to recall, laid-off members shall have the right to use the Library and such other specific University facilities as may reasonably be made available. In addition, such member who is not employed on a full-time basis elsewhere may elect to continue coverage in the insured benefit plans at the member's expense and in accordance with the provisions of the plans until he/she is no longer eligible for recall.
- 33.19 All laid-off members and their dependents and spouses shall have the right to tuition waiver in the University for the recall period, or until alternate employment is secured, whichever comes first.
- 33.20 Laid-off members shall retain seniority, tenure and academic rank rights as at the time of lay-off after accepting reappointment at the University.
- 33.21 Lay-off shall not be treated, described, or recorded as dismissal for cause.