

ARTICLE 14 EMPLOYMENT SECURITY

14.00 Position Abolition

- a) A position is considered abolished when a substantial part of the duties done and responsibilities assumed by an employee have either disappeared or have been significantly altered as part of an administrative reorganization.
- b) An administrative reorganization may occur for a variety of reasons, notably financial constraints, the restructuring of operations within a department, service, or unit; a change in the mission or mandate of a department, service, or unit; or the relevance of position.
- c) A position may only be abolished in the context of an administrative reorganization. A position is not considered abolished as a result of a revision of its job profile or its classification.
- d) The University may not abolish a position as a means of resolving a disciplinary situation.

14.01 Employment Security

- a) The University ensures employment security for the duration of the present agreement to all permanent employees who have twenty-four (24) months or more of seniority.

When an employee obtains a permanent position and successfully completes the probation period, her/his prior continuous service in another permanent or temporary position or as an employee in another bargaining unit is credited towards obtaining employment security. Leaves without pay taken in conformity with article 31 are excluded from the calculation of the twenty-four (24) months of seniority for the purpose of the present article.

It is agreed that being on the recall list does not constitute an interruption in service. However, the time not worked while on the recall list is excluded from the calculation for prior service for the purpose of the present article.

- b) Notwithstanding any other provisions of the collective agreement, employees benefiting from employment security may not be laid off or dismissed without just cause, remain in the employ of the University, and continue to benefit from all the provisions of the present collective agreement.
- c) An employee hired at the University before June 1, 2006, whose position is abolished after she/he has acquired employment security, benefits from the provisions of clause 14.01 until the end of the month in which she/he reaches the age of sixty-one (61). Such an employee is then laid off and receives the benefits provided in clause 14.03 a), less the salary already received while on employment security.

If the employee has reached the age of sixty-one (61) when her/his position is abolished, she/he receives the severance indemnity provided in clause 14.03.

An employee hired on or after June 1, 2006, whose permanent position is abolished after she/he has acquired employment security, benefits from these provisions for a period of:

- i) twenty-four (24) months following the said position abolishment if she/he has less than fifteen (15) years of seniority at the time of abolishment. At the end of this period, the employee either

bumps in accordance with paragraph 14.05 h) or ceases to be paid and is placed on the recall list for a period of twelve (12) months.

- ii) thirty-six (36) months following the said position abolishment if she/he has fifteen (15) or more years of seniority at the time of abolishment.

14.02 Notice of position abolishment

In the case of a position abolishment, an employee must receive a written notice at least three (3) months in advance, with a copy to the Union.

14.03 Severance indemnity

Employees who have employment security

- a) Any employee benefiting from employment security who is affected by clause 14.02, may choose to not exercise his/her right and to resign. In this case the employee will receive a severance indemnity equivalent to a lump sum of eight (8) months of salary plus one and a half (1.5) months of salary for each year, partial or complete, worked, to a maximum of thirty-eight (35) months.
- b) The employee who confirms his/her resignation within twenty (20) working days following receipt of the notice described in clause 14.02 receives three (3) month's salary. The employee who confirms his/her resignation after twenty (20) working days but before the end of the three (3) month notice period described in clause 14.02 receives the balance of the notice period as salary.
- c) The affected employee may claim, at any time during the period of paid employment security and subject to a twenty (20) working day notice, the severance indemnity the value of which will be equal to the amount of severance indemnity she had a right to receive when his/her position was abolished minus the salary received since the abolition of the position.

Tuition Waivers

- d) A employee hired before June 1, 2006 who has acquired employment security and who has chosen to accept the severance indemnity is eligible for the following tuition waivers:
 - i. a tuition waiver for up to ninety (90) credits leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University
 - ii. a maximum of two (2) courses offered by either the Computer Institute or the Language Institute of the Centre for Continuing Education;
 - iii. for dependents who are, at the time of the abolition, enrolled at the University, the number of credits necessary to complete the program of studies already underway, to a maximum of ninety (90) credits;
- e) A employee hired on or after June 1, 2006 who has acquired employment security and who has chosen to accept the severance indemnity is eligible for the following tuition waivers:

- i. a tuition waiver for up to one (1) year of study leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University for employees who, at the time of the abolition, had less than five (5) years' service with the University
- ii. a tuition waiver for up to ninety (90) credits leading towards an undergraduate or graduate degree program or a diploma or a certificate program at Concordia University for employees who, at the time of the abolition, had five (5) years' service or more with the University
- iii. a maximum of two (2) courses offered by either the Computer Institute or the Language Institute of the Centre for Continuing Education;
- iv. for dependents who are, at the time of the abolition, enrolled at the University, the number of credits necessary to complete the program of studies already underway, to a maximum of ninety (90) credits, if the employee has seven (7) or more years of service with the University.

Employees who do not have employment security

- g) Any employee who has completed his/her probation, who does not benefit from employment security and who is affected by clause 14.02 may decide to not exercise their rights and resign. In that case, he/she receives a severance indemnity of three (3) months of salary for less than one year of service at the university, or six (6) months of salary for service of one year but less than two years at the university.
- h) His/her name will be placed on the recall list according to clause 15.04. Should this employee be recalled within the period for which she/he has received an indemnity, she/he reimburses the part of the indemnity that corresponds to the period worked. The University deducts the said amount from the employee's pay at the rate of twenty-five percent (25%) of the employee's gross salary per pay period.
- i) Such an employee also has the right to the same tuition waivers offered a person hired on or after June 1, 2006 and having less than five (5) years of service at the university.

14.04 Career Guidance

Once an employee chooses employment security, the University's Employment and Employee Development Unit will meet with him/her to provide strategic career guidance and develop a plan that will include, if necessary, reassignment, training, placement, and the development of independent proposals.

14.05 Displacement Procedure

- a) In the case of abolishment of permanent positions, the University must place any employee benefiting from employment security in a newly created or a vacant position within the bargaining unit providing he/she can satisfy the normal requirements of that position.
- b) Beginning at the time of receipt of the notice of abolition, any employee benefiting from employment security and whose position is abolished will be given priority to fill a vacant permanent position. Moreover, she/he will also be given priority consideration for posted temporary positions. However, the University's obligation to find a permanent position for this employee under the employment security provisions do not cease if the employee accepts a temporary position.

- c) An employee with employment security and whose position is abolished will be deemed to hold the normal educational level of the abolished position. Furthermore, she/he shall not be refused a permanent position if she/he only lacks competencies or skills that can reasonably be acquired within eight (8) months of full-time training or twenty-four (24) months of part-time training, as determined by the University.
- d) Any employee benefiting from employment security whose position is abolished and who is placed in a position of a lower grade, maintains the salary of the abolished position.
- e) Any employee benefiting from employment security who refuses an assignment to a vacant position will be considered as having voluntarily resigned.
- f) Any employee benefiting from employment security who cannot be assigned to a vacant position according to paragraph 14.05 a) and who chooses to not resign and to receive the indemnity indicated in paragraph 14.03 a) must accept:
 - i. to fill a temporarily vacated position, as long as he/she satisfies the normal requirements of the position;
 - ii. to fill a work surplus or be assigned to a special project.

In such cases, the University may assign the employee for a period of less than six (6) months to any position that is classified as grade nine (9) or higher. This may happen only once. For assignments of six (6) months or more, the University may assign the employee to a position that is no more than two (2) grades lower than her/his abolished position.

- g) Modified and moved to 14.06 f).
- h) At the end of the paid period of employment security, the employee has the right to bump a temporary employee with less seniority who is the incumbent of a position that was not posted, as long as he or she meets the normal requirements of the position in accordance with the provisions of paragraph 14.05 c). In such a case, the employee's status will be that of a temporary employee.

The employee who bumps is subject to the trial period provided in paragraph 13.02 b).

- i) An employee whose position has been abolished and who has been placed in another position in the bargaining unit is subject to a trial period of ninety (90) days worked. The University, in consultation with the Union, may agree to extend the trial period to a maximum of one hundred and twenty (120) days.

During the trial period the employee will continue to benefit from all the rights and privileges of the collective agreement.

The parties agree that during the trial period the employee is entitled to the appropriate training and assistance in order to facilitate integration into the new position.

Mid-way through the trial period, the immediate supervisor will prepare a written progress report and will hold a formal meeting with the employee to discuss the report.

If during the trial period the University determines that the employee is unable to meet the normal

requirement of the position, paragraphs 14.05 a) and f) apply.

14.06 Other Benefits

A employee who has acquired employment security and who has chosen to accept the severance indemnity is also eligible for the following benefits:

- a) Reimbursement of the cost of financial counseling from a professional chosen by the employee to obtain on financial and taxation advice related to the severance indemnity;
- b) Placement services and job search advice from an external provider for a maximum period of six (6) months. The employer refers the employee to the chosen resource. The employee must take advantage of these services within the twelve (12) months following his/her resignation.
- c) An employee may choose to not take advantage of the services described in b) above and to choose instead additional professional financial and taxation counseling up to the value of the corresponding placement and job search counseling services. The employee must take advantage of these services within the twelve (12) months following his/her resignation.
- d) Access to the University's health services and athletic facilities for a period equal to the notice and indemnity set out in clause 14.03 a).
- e) The employee may choose to receive the amounts owed in virtue of the present article in the form of a single lump sum payment, two separate payments, or a paid leave of absence corresponding to the duration of the notice and severance indemnity as set out in clause 14.03 a). In the case of a leave of absence, both the employee and the University continue their respective contributions to the pension and group insurance plans.
- f) Bridging

An employee whose position has been abolished and has at least ten (10) years of service, may choose to apply for a leave without pay, until the month in which he reaches age fifty-five (55) and then shall retire effective the last day of that month. The maximum duration of such leave without pay, will be equal to twenty percent (20%) of his years of service, up to a maximum of five years minus all periods of unpaid leave taken while employed.

The employee may choose to receive the amount owed in virtue to the present article in the form of a single lump sum payment, two separate payments, or in the form of biweekly payments over the period of the unpaid leave.

During this period, the employee retains his/her status as an active member of the university pension plan and maintains her/his participation in the group insurance plan with the exception of sick leaves and long term disability. The employee and the University continue their respective contributions to the pension and group insurance plans unless the employee chooses to become a non-contributing member of the pension plan in which case the employee's contribution shall cease. The contributions are calculated based on the annual salary at the time of the abolishment of his/her position.

An employee taking advantage of the bridging option is entitled to the tuition waivers set out in clause 14.03, as are her/his any dependents who register before or during the unpaid leave.

An employee who chooses a bridging option is not eligible for early retirement lump-sum benefits set out in clause 38.03.