

National Gallery of Canada Fact Sheet

Lay-offs and Reorganizations

There are two articles (8 and 43) in the National Gallery of Canada collective agreement which are directly relevant in cases involving lay-offs and reorganizations.

Work of the bargaining unit

Article 8 of the collective agreement provides some protection for work normally done by members of the bargaining unit from being transferred outside the bargaining unit. The Gallery can contract out work, but only if it does not cause the involuntary termination of indeterminate employees. The employer can redeploy an employee or agree on a termination package with the union. In the case of redeployment, the employee's salary is protected at the level of the current position. Employees are also protected from lay-off or a reduction in their hours if duties are assigned to volunteers or part-time employees, unless the employees agrees (i.e., wish to job share).

Lay-offs

The Gallery is required to make "every effort" to redeploy the employee to a vacant position for which they are qualified or could become qualified with reasonable training.

Notice of lay-off

Article 43 guarantees a laid off employee written surplus notice of at least six months. This notice must include the reason for the notice as well as the lay-off date. If the member is on sick leave, the surplus period can only begin on the date the employee is medically declared able to return to work.

According to article 43, the employer must provide the employee with one month notice of impending lay-off. This can be part of the six months surplus notice.

Payments on lay-off

If a surplus employee requests to resign during the surplus period, the Gallery will provide the employee with a lump sum payment equal to the remaining surplus period up to a maximum of six months at the rate of pay on the day of termination. This request shall not be unreasonable denied. If a lump sum payment for the notice period is paid, the employee's continuous service will be calculated up to the day the employee leaves and not to the end of the notice period.

For the first lay-off, the employer will provide the employee with two weeks severance pay for the first complete year of continuous employment and one week pay for each additional complete year of continuous employment. If the employee is laid off a second or subsequent time, the employee will get two weeks pay for each year of completed continuous employment over and above the period previously paid out in

severance. Weekly pay is calculated at the rate on the day of termination. Severance pay may be sent to a third party at the written request of the employee.