

# **Canada Science and Technology Museum Fact Sheet**

## **Lay-offs and Reorganizations**

There are three articles (8, 39 and 25) in the Canada Science and Technology Museum collective agreement that are directly relevant in cases involving lay-offs and reorganizations.

### **Work of the bargaining unit**

Article 8 of the collective agreement protects the work done by members of the bargaining unit from being transferred to non-bargaining unit workers, except for the purposes of instruction, experimentation or in emergencies. The Corporation must inform the Local of these situations.

Employees cannot be laid off because their duties are assigned to volunteers and volunteers cannot be used to perform bargaining unit work beyond the existing practice of September 1, 1997 prior to meaningful, constructive consultation with the PSAC.

Full-time employees cannot be laid off because their duties are assigned to part-time workers prior to meaningful, constructive consultation with the Local. If an employee requests job-sharing, the Corporation cannot unreasonably deny the request and must negotiate the necessary provisions of such an arrangement.

The Corporation also agrees to limit the use of temporary and contract employees.

### **Termination of Employment**

According to article 39, the Corporation must notify the Local executives as far in advance as possible of proposed lay-off dates, with the goal of exploring ways to assist affected employees.

To the extent reasonably possible, the Corporation will use attrition (workers voluntarily leaving due to retirement, resignation and so on) to carry out staff reductions. When this is not possible, the Corporation will make every reasonable effort to reassign affected employees to vacant positions within the Corporation for which they are qualified or for which they may become qualified after a reasonable period of training. This period cannot be more than three months.

The end of a specified period of appointment is not a lay-off. These provisions only apply to permanent employees.

### **Notice**

If employed by the Corporation on or before September 30, 1998, employees have the right to written notice of lay-off as far in advance as possible, but with a minimum notice of six months.

Those hired after September 30, 1998 also have the right to written notice of lay-off as far in advance as possible, but the minimum period is as follows:

<b>Years of Service</b>	<b>Weeks of Notice</b>
3 months to 1 year	2 weeks
1 year	4 weeks
4 years	8 weeks
7 years	16 weeks
10 years or more	24 weeks

Herdspersons or Lead Herdsperson employed on September 29, 1998 have a right to six months notice or payment in lieu of notice if they become permanent employees during the life of the collective agreement.

#### Payments on lay-off

Upon a request by the employee or at the discretion of the Corporation, the notice period may be paid out in a lump sum equivalent to the required notice period. 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, according to article 25, the employer will provide the employee with two weeks 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 one week 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.

If the employee has worked both full-time and part-time during the period for which severance will be paid, the part-time period(s) will be added together to determine an equivalent full-time period. This will then be added to the full-time period worked to determine the severance pay benefit.