

SEIU BGMC SERVICE AND MAINTENANCE

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 74, Job Security **which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;**
- a.) ~~by subjecting to layoff the least senior employee or employees in the job title, category of employment, site and shift;~~
- b.) **employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;**
- c.) **an employee in the identified job title and shift within the cost center may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;**
- d.) if the above actions do not reach the identified reduction, ~~all~~ **external** temporary and then probationary employees in the job title, category, cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center, category of employment, site and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump within his/her cost center within the same job title, but to a different category of employment, site and/or to a different shift;
- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers

from within the cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 2 below or be transferred to the shift on which additional staffing is needed;

- j.) it is agreed and understood that employees shall serve up to a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- k.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- l.) no employee shall gain in category/status as a result of a layoff.
- m.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

Section 2. When an employee with seniority is subject to layoff, or has position eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1 of this procedure, an employee may opt to fill that vacancy. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff and will be given options when the temporary position expires.
- Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title, site and shift.
- Step 3: Third, if there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title, site and shift.
- Step 4: Fourth if the employee cannot be placed within their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title, site and shift. ~~Part-time employees may not change their~~

~~category of employment, refer to Section 1 (g).~~ **As per Section 1, I.), no employee shall gain in category/status as a result of a lay off.**

- Step 5: Fifth if the employee cannot be placed within their category of employment, job title and shift, they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, site and job title.
- Step 6: Sixth if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, if there are no probationary employees who may be bumped, then the employees subject to layoff may bump the least senior employee in their category of employment and job title in the bargaining unit.
- Step 8: Eighth if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall bump any probationary employee in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 10: Tenth, if there are no probationary employees who may be bumped in Step 9 above, then the employee may bump the least senior employee in their category of employment and grade level, provided the employee has more seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into that position.
- Step 11: Eleventh, if the employee cannot be placed in their category of employment, site and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.
- Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid off.

The Employer will decide in all cases whether there is a vacancy. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

Section 3. It is understood that an employee shall be offered but not forced into a position in the L scale provided the Employee meets the requirement for hiring into that position at any step of this process in Section 2 above. Employees hired before July 31, 2011 will maintain their current rate of pay should they take a position in Long Term Care on the L Scale as a result of

this process. All employees hired after July 31, 2011 will move to the appropriate L Scale if they opt to take a position as a result of this process above.

Section 4. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 5. The employee may elect a layoff at any Step except Step 1. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid off at that point.

Section 6. It is understood that the employee response must be provided to the appropriate Human Resource personnel within **twenty-four (24) hours of time they were informed of their options(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift and shift duration. In the event the employee's option is to a vacancy or bump that is not their job title, category of employment, shift and shift duration, a response must be provided to the appropriate Human Resources personnel with** forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within **forty-eight (48) hours the identified timeframes** shall be considered as a waiver of the option(s) and the employee shall be laid off.

Section 7. The Employer shall give a minimum of seven (7) days notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. **Per Diem employees will be recalled only to Per Diem positions**
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the

employee, or if the employee is unavailable, by certified mail to the employee's last known address and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.