

SECTION 46

REDUNDANCY

- 46.01 (a) This Section applies only to salary staff members who have greater than two (2) years of continuous service. This Section does not apply to probationary or sessional staff members.
- (b) Notwithstanding Section 46.01(a), the Institute shall provide a salary staff member who is being released from employment without cause with a minimum of eight (8) weeks notice, or eight (8) weeks salary in lieu of notice.

DECLARATION OF REDUNDANCY

- 46.02 The Institute shall notify the President of the Association when redundancy of salaried staff members within a work unit is anticipated. The Institute, in consultation with the Association, may then proceed to give notice to staff members in a work unit that a potential for redundancy exists.

CONSIDERATIONS PRIOR TO INVOLUNTARY REDUNDANCY

- 46.03 A staff member may agree to teach, without loss of salary and benefits, credit and/or apprenticeship courses in any mode or time of delivery, outside of the scope of this agreement, exclusively or in combination with regular daytime Program courses, to avoid a potential redundancy.
- 46.04 Notwithstanding Section 44.04, when the Institute determines that there must be a reduction in the number of staff in a work unit it may transfer salary staff members and/or release sessional, probationary or salary staff with less than two years of service to achieve such a reduction.

The Institute shall give consideration to staff members who voluntarily request transfers.

VOLUNTARY RESIGNATION OF STAFF MEMBER

- 46.05 A staff member may volunteer for redundancy. If the Institute agrees, the staff member shall enter into an agreement with the Institute regarding the notice period. At the end of the notice period the staff member will receive severance pay in accordance with Section 46.13(b).
- 46.06 A staff member who voluntarily enters into an agreement with the Institute will be deemed to have resigned and shall forego all other considerations under Sections 46.07 through 46.14.

INVOLUNTARY REDUNDANCY OF A STAFF MEMBER

- 46.07 If there is still a redundancy, the Institute shall use the process outlined in Sections 46.08 to 46.10.
- 46.08 The Dean, in consultation with the leadership team for the program, will identify any unique skills and/or qualification required for the program. This information is used in Article 46.10 below when required.
- 46.09 When unique skills and/or qualifications are identified a Review Panel will be appointed in the following manner:
- a) The Provost and Vice President shall appoint one Dean or Associate Dean and one Human Resource Consultant.
 - b) NASA shall appoint from its Executive, one Chair or Associate Chair and one Instructor.
 - c) Members of the Review Panel must be independent of the program which is experiencing the redundancy.
- 46.10
- a) The Program shall develop a ranking list of staff members by years of NASA service.
 - b) Staff members who are anticipated to be redundant are identified.
 - c) Staff members who have the unique qualifications identified in 46.08 and therefore not to be considered for redundancy shall be identified and submitted to a Review Panel. The Review Panel shall be convened to verify the exclusion. The Review Panel decision will be communicated to NASA and NAIT simultaneously.
 - d) A list of staff members who are declared redundant is finalized.

- 46.11 Eleven (11) weeks written notice shall be given to a staff member who is considered redundant. The staff member may be paid salary in lieu of part or all of the stipulated notice period. This notice shall not be given in the months of June, July, or August.
- 46.12 (a) If a staff member who is declared redundant has the qualifications, experience, and competence to assume the work assignment of a sessional or probationary staff member, the Institute shall make reasonable efforts to arrange such a transfer within the School, or failing that, into another School.
- (b) If a transfer cannot be arranged through the provisions of 46.12(a), but where an alternate work assignment is expected to be available within one year and the work assignment is one to which the staff member, in the opinion of the Institute, could be reassigned at the conclusion of a period of training not to exceed one year, the redundant staff member shall be eligible for the appropriate training in accordance with the provisions of Section 24 of this Agreement. Notwithstanding Section 36.02, the Institute will pay tuition costs associated with training approved under this Section.
- (c) If the Institute is unable to arrange a transfer under Sections (a) and (b), it shall provide assistance to the staff member in seeking work with an alternative employer including a reasonable amount of time off with pay to be interviewed by prospective employers.
- 46.13 A staff member with greater than two (2) years of continuous service for whom alternative employment arrangements have not been made shall:
- (a) be eligible for placement through limited competition into a comparable work assignment for which the staff member is qualified. Such competition shall be limited to those staff members who have been declared redundant during the previous twelve (12) months). A staff member reappointed under this Section shall, subject to additional training or experience, reassume the appointment status and step on the salary schedule previous to redundancy,
- (b) be eligible on termination for severance pay in accordance with the following schedule, prorated to the nearest completed quarter year of continuous service, in addition to any sum payable under Section 46.11,
- | <u>Continuous Service</u> | <u>Severance Pay</u> |
|---------------------------|----------------------|
| Greater than two years | 12 weeks salary |
| Greater than three years | 16 weeks salary |
| Greater than four years | 20 weeks salary |
| Greater than five years | 24 weeks salary |
| Greater than six years | 28 weeks salary |
| Greater than seven years | 32 weeks salary |
| Greater than eight years | 36 weeks salary |
| Greater than nine years | 40 weeks salary |
| Greater than ten years | 44 weeks salary |
| Greater than eleven years | 48 weeks salary |
| Greater than twelve years | 52 weeks salary |
- 46.14 A staff member who has been served notice pursuant to Section 46.11 may request that the date of termination be advanced. Such request shall not be unreasonably denied, but the staff member shall forfeit all rights under this Section except for those under Section 46.13(b).
- 46.15 A staff member who refuses a transfer under Section 46.12 or who declines an offer of employment under Section 46.13(a) shall forfeit all rights under this Section.
- 46.16 For the purposes of Section 46.13(b), a staff member's accrued but unused vacation leave shall be added to the length of service, and "continuous service" shall include any authorized leaves with or without pay.
- 46.17 For the purposes of this Section, severance pay does not include a staff member's accrued vacation pay.

ASSOCIATION CONSULTATION

- 46.18 The implementation by the Institute of Sections 46.02 to 46.17 shall be in consultation with a representative appointed by the Association.

