# UNA LAYOFF AND RECALL

**JUNE 2024** 



#### THIS DOCUMENT HAS BEEN PROVIDED FOR THE INFORMATION OF UNA.

Individual factors and arbitration decisions may affect the interpretation and application of the Collective Agreement. If you have any questions or concerns, please contact your Local Executive or Labour Relations Officer (LRO).

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# INTRODUCTION

UNA PROVINCIAL COLLECTIVE AGREEMENT APRIL 1, 2017-MARCH 31, 2020

Without a Collective Agreement, Employers have unrestricted rights to carry out position eliminations and layoffs. Article 15: Layoff and Recall prevents unreasonable or discriminatory employment practices and provides certain rights to Employees affected by the Employer's decisions. The provincial agreement's layoff and recall language ensures that an Employee's investment of time with an Employer is protected. The Employer must prove the workforce reduction/position elimination is necessary [Article 15.02 (a)]. The seniority of Employees who have invested years of their lives must be protected [Article 15.03 (a)] and quality patient care cannot deteriorate [Article 36].

The contract language for layoff and recall was placed in the Collective Agreement during negotiations in the 1970s and 1980s when layoffs and position eliminations were relatively few in number. The foresight of the negotiating committee during that time in strengthening job security for those who face position elimination and layoff proved valuable to UNA duespayers during the major cuts in the 1990's. Language has evolved over time as UNA continues to negotiate progressive changes to the layoff and recall language.

UNA has produced this Guide to provide UNA duespayers, locals, and staff with answers to the questions most frequently asked about layoff and position elimination.

If you have any questions or concerns about the application of the Collective Agreement to your situation, please contact your Local Executive or Labour Relations Officer.

NOTE: UNA and AHS also have a joint statement on layoff and recall that should be consulted as well.

### PROCESS AND QUESTIONS & ANSWERS

UNA PROVINCIAL COLLECTIVE AGREEMENT APRIL 1, 2017 - MARCH 31, 2020

### PROCESS

Prior to any reductions in the workforce or position eliminations, the parties must meet to discuss the planned reduction or position eliminations [Art 15.01(b)]. The courts confirmed this meeting must be held before any decision is made regarding any reductions in the workforce or position elimination. According to Justice Hillier (UNA v AHS, 2011):

"The consultation as to possible layoff [cl 15.01(b)] must be meaningful, in the sense that the Employer cannot yet have made an immutable decision. Otherwise the layoff would not just be possible but a de facto reality."

Note: AHS believe Justice Hillier's comments were obiter and therefore are not binding

Once the decision is made that a reduction in the workforce or positions eliminations are to take place, the other factors that need to be discussed are as follows:

- > What are the changes being made?
- > Is this a workforce reduction or a position elimination?
- > How many Employees are affected and in what areas (sites, units, programs)?
- > Will there be an agreed upon geographical area to freeze vacancies and/or gather rotations and vacancies?
- > If/when will vacancies be frozen?
- > What is the timing of the operational change?
- > When will the Employees receive 28 days' notice?
- > What is the relative seniority date of affected Employees (how many will have displacement rights)?
- > What is the number of temporary positions within the affected area and will they be eliminated? (Will the temporary positions be ended?
- > What is the number of Employees in modified/accommodated positions who will be affected?
- > Will a meet and greet will be part of the process for the purpose of getting to know the Employee/Manager and not for making a selection decision?
- > Is a bulk or individual layoff process more appropriate?
- > Will severance be offered?

There may be a need to have subsequent meetings, and UNA advises that the Local Executive and a Labour

Relations Officer attend these meetings. UNA also encourages the Employer and the Local to arrange a meeting with the staff of the area to communicate the decision, the factors discussed at the meeting, and subsequent next steps. Regardless, UNA should meet independently with the Employees to answer questions.

If an Employee receives notice and has twenty-four or more months of seniority, the Employee can take a vacant position, displace into a position held by an Employee with less seniority, or elect layoff with recall rights. Where there is more than one (i) Employee on that unit with an equivalent FTE, shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees.

The displacement provisions of the Collective Agreement are not applicable to Employees with less than twenty-four months seniority. If the Employee has less than twenty-four months of seniority, the Employer will place the Employee in any available vacant position of the Employee's choice for which they have the ability to perform the work and is within a radius of 50 kilometers from the current site, or in the absence of a vacancy, a layoff will be effected. As per Article 15.03(a) layoffs shall occur in reverse order of seniority.

The Employer is obliged to provide Employees with the information they need in order to make an informed decision which include an applicable vacancy list, seniority list, and rotations (as part of the agreed geographical area). An Employee may request a description of units/offices within a site or program. For example, an Employee may want to know about inpatent medical units within the Edmonton Zone, in which case the Employer should be able to provide the Employee with a listing of where the area is and its locations. At that point, the Employee may want to request the vacancy list, rotation, and seniority list for each area that interests them (can be within or outside of the agreed geographical area). In rural areas for example, Employees may want to ask for rotations and seniority for each acute care unit in a 100km radius from their home versus 100km from their work site. (See Page 5 for a process map)

Please see Appendix II for a process description for Locals and Labour Relations Officers.

# POSITION ELIMINATION/LAYOFF

### **POSITION ELIMINATION**

- Q: What is position elimination?
- A: 'Position' includes an Employee's site or the sites an Employee works "at" or "at or out of, " the nursing focus of that unit/office, an Employee's classification (as per the Salary Appendix), and, for part-timers, an Employee's hours per shift and shifts per shift cycle. An Employee's position has been eliminated if any of these elements change.
- **Q:** The Employer has told an Employee their position is being changed from an "at" a site position to an "at or out of " a site position. Can they do this?
- A: The Employer can change an Employee's position from an "at" a site position to an "at or out of " a site position. The Employee may accept the new "at or out of " a site position or decline the "at or out of " position and exercise their rights under Article 15. Article 44.02 (c).
- **Q:** An Employee has been given notice that their position is being permanently relocated to a location over 50 kilometers from their home site. Does the Employee have to transfer?
- A: No. An Employee may accept the transfer or decline the transfer and exercise their rights under Article 15. Article 44.04 (a).

- **Q:** An Employee has been given notice that their position is being permanently relocated to a location under 50 kilometers from their home site. Does the Employee have to transfer?
- A: An Employee may accept the relocation or accept their rights under Article 15 except the right to displace other Employees, or they may object to the transfer and ask that it be reviewed by the Employer and, failing resolution within 5 days, by the Relocation Committee. Article 44.04 (b).
- **Q:** Has a position been eliminated if the Employer changes the nursing focus of an Employee's unit/ office?
- A: If the Employer has altered the nursing focus of an Employee's unit/office and the duties of the Employee's position have been fundamentally altered, the Employee's position has been eliminated. The Employee should contact their Local or Labour Relations Officer (LRO) if any of the components of their job are changed. Occasionally, an employer will change elements of a job but will not want to recognize that the position has been eliminated.
- **Q:** The Employer wants to change an Employee's hours from two 8-hour shifts per pay period to four 4-hour shifts. Is this position elimination?
- **A:** Yes. An Employee in this situation must be given a notice of position elimination.

### LAYOFF

#### **Q:** What is a layoff ?

A: A person is laid off when their rights to work and to be paid for that work are suspended. An employee is considered to be laid off if there has been any reduction in their regular hours of work (this includes a decrease of 15 minutes per shift or a requirement to take unpaid LOAs). Full-time hours are defined within the hours of work articles in the Collective Agreement. Part-time employees will find their regular hours of work defined in their letters of hire. Article 7.01 (a).

#### NECESSITY

- **Q:** Can my Employer just eliminate my job or lay me off without a reason?
- A: No. The Collective Agreement states that the eliminations/reductions must be necessary. The Employer must have a legitimate need for the extent of the layoffs or position eliminations. Article 15.02.

#### **TEMPORARY**

- **Q:** What happens to Employees in temporary positions at the time of layoffs?
- A: In order to make the layoff process more manageable, UNA and the Employer may agree to end

### NOTICE

- **Q:** Who should get notice of layoff or position elimination?
- A: When there is a workforce reduction, only the most junior Employee(s) should receive notice of layoff when a there is a workforce reduction. The contract very clearly states that layoffs must take place in the reverse order of seniority. Article 15.03 (a).

temporary positions at the time of layoffs. This will be discussed at the outset of the process.

#### CASUALS

- Q: Can a casual employee be laid off?
- A: No. Technically under the Collective Agreement, a casual Employee would not be considered on layoff because casuals do not have regular hours. However, a casual Employee may be considered to be laid off for the purposes of employment insurance compensation. Contact Service Canada at https://www.canada.ca/en/services/benefits/ei/ei-regular-benefit.html for more detailed information.

#### VACATION

- **Q:** The Employer wants to pay out an Employee's vacation at the time of layoff. The Employee would rather keep the vacation to be used when they are recalled. Does the Employee have to accept the vacation payout?
- A: No. The Employer cannot force an Employee to accept a payout of their vacation. Article 17.03 (f).

#### AMOUNT OF NOTICE

- **Q:** What length of notice of position elimination or layoff must an Employee be given?
- A: An Employee must receive official notice twenty-eight days prior to the layoff/position elimination. While UNA believes in transparency and expects Employees will receive ongoing updates throughout the process, this is a specific time limit for official notice and is necessary to prevent Employer manipulation of the layoff process (hiding of vacant positions, etc.). Article 15.02 (a).

- **Q:** A unit supervisor told Employees that their unit will be closing in six months. Is this considered to be official notice of position elimination?
- A: No. Official notice must be given to affected Employees 28 days prior to the date that the layoff/position elimination will take place. Article 15.02 (a). As long as the Employee's manager has met with UNA to discuss the possible layoff prior to this announcement, UNA supports this transparency.

### DISPLACEMENT

#### DECISIONS

- **Q:** What is the first thing an Employee should do when they receive a notice of position elimination or layoff?
- A: Employees who have received notice should contact their Local Executive or Labour Relations Officer. The Employer will provide affected Employees with copies of the seniority list and a vacancy report.
- **Q:** What options do Employees have if they receive a notice of position elimination or layoff?
- A: If an Employee has twenty-four or more months of seniority, select a vacancy, displace into a position held by an Employee with less seniority, or elect layoff with recall rights. Where there is more than one Employee on the unit or in the office with an equivalent FTE, shift pattern, and length of shift to that of the selected position, the Employee will displace the least senior of such Employees. Article 15.04 (b).

If an Employee has less than twenty-four months of seniority, the Employer will place the Employee in any available vacant position of the Employee's choice for which the Employee has the ability to perform the work and is within a radius of 50 kilometers from the current site, or in the absence of a vacancy, a layoff will be effected. Article 15.04(c).

#### **OFFICIAL NOTICE**

- **Q:** The Employer phoned an Employee at home to let the Employee know their position has been eliminated. Is this considered to be official notice?
- A: No. The Employer must notify affected Employees in person, by registered mail, or by courier. Article 15.02 (a).
- **Q:** An Employee is on maternity leave/WCB/LOA/ sick leave/STD/ LTD. When can the Employer give the Employee notice of position elimination or layoff?
- **A:** The Employer can give affected Employees notice only when they notify the Employer of their readiness to return to work. Article 15.09 (c)

The Employer is obligated to provide Employees with the information they need in order to make an informed decision. Affected Employees may request a description of units within a site or program. For example, an Employee may want to know about general medicine within the Edmonton Zone. In which case the Employer should be able to provide the Employee with a listing of each program/unit/office a brief description of what the focus of the area is and where it is located. At that point, the Employee may want to request the vacancy list, rotation and seniority list for each area that is of their interest . In rural areas, for example, Employees may want to ask for rotations and seniority for each acute care unit in a 100 km radius from their home versus 100 km from their worksite.

#### Q: How long do Employees have to make a decision?

A: Affected Employees have 72 hours (exclusive of Saturdays, Sundays, and named holidays) after they receive official notice to notify their employer of their choice. The 72 hour period is in effect once the Employee has been given the information necessary to make an informed decision. This means an understanding of the duties of the position, copies of the rotation (with the names of who is in what line), and the seniority list for the area. Article 15.04 (b).

- **Q:** Can an Employee select to displace if they have less than twenty-four months of seniority?
- A: No. The displacement provisions of the Collective Agreement are not applicable to Employees with less than twenty-four months seniority. The Employer must place those Employees in any available vacant position of the Employee's choice and within 50 km of their current site. Remember that only the most junior Employees can be laid off. Article 15.04(c).
- **Q:** What should an Employee do if they have not been able to find a suitable vacancy and do not want to select to displace?
- A: Employees in this position should notify their Employer of their decision. The Employer will then place the Employee in a position for which they have the ability to perform the work. In the absence of a vacancy, the Employer will affect a layoff. Article 15.04 (b).
- **Q.** Can Employees change their minds after notifying the Employer of their selection?
- **A.** UNA believes that the Employer must honour an Employee's request to change the position they have identified as long as the Employer has not notified the Employee that their original transfer has been completed.
- **Q:** The Employer has denied a request to displace. What should the Employee do?
- A: Employees in this situation should contact their Local Executive or Labour Relations Officer. Employees have ten calendar days (exclusive of Saturdays, Sundays, and Named Holidays) to grieve the refusal. Employees have 72 hours to select another position. The Employee should advise the Employer in writing that the new selection is without prejudice to the grievance that UNA will be filing.

- **Q:** Two people with identical seniority dates have identified the same position to displace into. Who gets the position?
- A: Where there is more than one Employee in the bargaining unit with the same seniority date, UNA has placed these Employees in order of seniority utilizing a random selection process. The newly ordered seniority dates will remain with these Employees as long as they remain employed within the bargaining unit. Article 12.04 (e).

#### ABILITY

- **Q:** According to the contract I must have the "ability to perform the work" in order to be able to go into a position. What does "ability to perform the work" mean?
- A: According to an arbitration decision "an Employee must have an ability to perform as an independently functioning nurse, practicing at least at the entry level as a novice, assuming a period of familiarization. Training is not part of familiarization." Since that time, the Collective Agreement has been amended to say that "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation. Therefore, the employee should be able to function as a novice in the position after a reasonable period of familiarization and orientation. The employer is not obligated to provide training beyond familiarization and orientation.

#### HOURS OF WORK

- **Q:** Can an Employee displace into more than one position at the same time?
- **A:** No. Employees cannot have more than one employment relationship within the bargaining unit with the Employer. Article 14.12.

# **Q:** Can an Employee increase or decrease hours through displacement?

A: Employees may displace anyone with less seniority than them regardless of the number of hours or status (full- time or part-time). Article 15.04 (b).

If an Employee chooses to displace into a position with fewer hours when they could have chosen a position with the same number of hours as their current position, the Employee will not have recall rights.

- **Q:** The only positions an Employee is eligible to select have fewer hours, but they do not want to decrease hours. What should the Employee do?
- A: Let the Employer place the Employee in a position. This will ensure that the Employee keeps their right to be recalled to a position with their current hours. Article 15.04 (b) (ii).

#### TEMPORARY

- **Q:** Can an Employee displace into a temporary position?
- A: Yes, but UNA advises against this. When the temporary position ends, the Employee will no longer hold Article 15 rights and may be without a regular position. If the Employee is considering exercising their Article 15 rights to select a temporary position, they should contact their LRO and Local for advice and assistance.

#### 'SPECIALTY' AREAS

- **Q:** Is an Employee allowed to displace into a "specialty area?"
- A: UNA believes that all areas of health care are "specialty areas." Employees are entitled to displace into any area provided they have the "ability to perform the work." [See prior question on "ability to perform the work."] Arbitrators have found that employers cannot block certain units/offices from bumping. If true patient care concerns do exist, UNA is willing to discuss "phasing in" displacements to any unit/office

#### Q: Can RPNs displace anywhere in the hospital?

A: The CRPNA has, in the past, indicated to UNA that RPNs can work anywhere except "they cannot manage labour or deliver a baby autonomously". Thus, the question is whether the RPN has the ability to perform the work of a particular position. The Health Professions Restricted Activity Regulation indicates: Infant vaccination: RNs can vaccinate patients of any age. RPNs cannot vaccinate those under five without special training (s. 61(4)). Joint dislocation: RNs can reduce dislocation of a joint. RPNs can only do so under the supervision and with permission of another regulated health professional if that health professional's college allows it. Blood products: RPNs can administer blood and blood products, but cannot compound blood products. RNs can do both. Anaesthetic gases: RPNs can administer anaesthetic gases, but cannot prescribe them (RNs can). Labour and delivery: RNs can manage L&D – RPNs cannot. Schedule 1 prescribing: RNs may prescribe Schedule 1 drugs with additional training. RPNs may not.

#### DISPLACING UP

#### Q: Can an Employee displace into a "promotion?"

A: No. Staff nurses cannot displace 'up' into a higher paid classification . For example, staff nurses cannot bump into assistant head nurse positions. However, an Employee can elect to take a vacant position in a higher rated classification provided they have the ability to perform the work. 15.04 (e).

#### **MEET AND GREETS**

- **Q:** The Employer says Employees must attend a meeting on the unit/in the office Employees are interested in. Do the Employees have to attend?
- A: There is no requirement to attend a meet and greet prior to selecting a position. Once an Employee's selection is approved, the Employee may request a meet and greet prior to their first day on the unit or in the office to familiarize themself with the environment.

#### ORIENTATION

- **Q:** Do Employees get an orientation period to a new unit/office?
- **A:** Employees are entitled to an orientation period as they would be for any other transfer. Article 11.03 and Articled 11.04.

#### DISPLACEMENT

- **Q:** An Employee has been notified they have been displaced by another Employee. What are the displaced Employee's rights?
- A: Displaced Employees have the same rights as Employees who have received notice of position elimination or layoff. Article 15.04

### RECALL

#### WHO GETS RECALLED

- **Q:** How does the Employer decide who is to be recalled?
- A: The Employer must offer work to laid-off Employees in order of seniority. Remember the seniority list is province wide: it covers all of the Employees covered by the Provincial UNA Collective Agreement working for your Employer and is not dependent on the unit/office that the Employees worked on before being placed on the recall list. Article 15.05(a).

### **Q:** Can an Employee be recalled by another employer?

A: Yes, Employees can be recalled by another employer covered by the Provincial UNA Collective Agreement. Employees can refuse recall with another employer without affecting their recall status with their Employer. Recall would be limited to the employers in the Provincial Collective Agreement: Alberta Health Services, Covenant Health, Lamont Health Care, Bethany Group (Camrose), and Recovery Alberta. Article 15.07.

### **Q:** Can the Employer post any vacancies while there are Employees on the recall list?

A: Prior to recalling laid off Employees the Employer must post vacancies. These vacancies are restricted to regular Employees. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who has the ability to perform the work. If there are no suitable applicants, an Employee will be recalled into the position. If a regular Employee is successful on a vacancy, the position they vacate will then be filled via recall procedure. Article 15.10(a).

# **Q:** Can casuals work while there are Employees on the recall list?

**A:** No. Work cannot be offered to a casual Employee unless all of the Employees on the recall list have already refused the shift. Article 15.05(b).

- **Q:** An Employee has more than twenty-four months of seniority but decided to let the Employer place them in a position. Does the Employee still have the right to recall if the new position has fewer hours than the Employee's current position?
- **A:** Yes, the Employee has the right to be recalled.
- **Q:** The Employer recalled an Employee to a temporary position to cover someone on maternity leave. What happens when the position ends?
- **A:** The Employee will be placed on the recall list according to your seniority date.

#### **NOTICE OF RECALL**

- **Q:** How much advance notice of a recall shift must an Employee be given?
- A: There is no minimum length of notice required under the Collective Agreement; however, Employees have five days following the date of notification to return to work. Article 15.05(c).
- **Q:** The Employer said that they tried to call an Employee two times for a recall shift. Since no one answered, the Employer gave the shift to someone else. Should the Employer have tried harder?
- A: The Employer must make a reasonable attempt to contact Employees. The number of calls which will satisfy the Employer's obligation will depend upon how much time the Employer has before the beginning of the shift. For example, if the shift starts in two hours, one call may be sufficient. If the shift is in two weeks, they will need to call you a number of times. Article 15.05(c).

#### LENGTH OF RECALL RIGHTS

#### Q: How long does the right to be recalled last?

A: If an Employee has not been recalled at all for 12 months since they were laid off, the Employee's recall rights expire, along with their employment and their seniority rights. If an Employee has been recalled to any shifts or to a temporary position, the Employee's 12 month period begins again at the end of the last shift worked. If the Employee is recalled to a position with fewer hours than those specified in their letter of hire, their recall rights will continue indefinitely. Article 12.03.

#### **REFUSING A RECALL**

- Q: Can an Employee refuse a recall?
- A: An Employee can refuse a recall if it is for a period of less than fourteen calendar days. If an Employee refuses a recall of more than fourteen calendar days, the Employee may lose their recall rights.

An Employee can refuse recall with another employer without affecting their recall status with their Employer.

An Employee can refuse recall to a position with a greater FTE than their previous position without losing recall rights as long as there is another Employee on recall who accepts the vacancy.

An Employee can refuse recall to a position at another site without losing recall rights except at the site to which the recall was refused. Article 15.05.

If an Employee plans to refuse recall, they should contact their LRO or Local prior to finalizing their decision.

#### **BENEFITS ON RECALL**

### **Q:** What happens to my prepaid health benefits while an Employee is on recall?

A: The Employer will make a payment for its share of the full premium of the Employee's usual benefits for the first three months after the Employee has been laid off. Arrangements will be made for the Employee to pay their portion of benefit premiums. For benefit coverage after three months, Employees may make prior arrangements for payment of the full premiums. The Employer will assist Employees with this. Article 15.08.

- **Q:** What happens if an Employee becomes ill or get injured while on recall?
- A: UNA takes the position that an Employee's right to sick leave is determined on the date you become ill. If the Employee has not been recalled to a position on the date they become ill or injured, the Employee may be eligible for EI sick benefits. If the Employee has only been partially recalled to a position with a lower FTE, their sick and disability benefit will be calculated based on the FTE they are in at the time.

#### VACATION

- **Q:** Can an Employee take vacation while they are on the recall list?
- A: If an Employee plans to go away while on recall, the Employee should advise the Employer of a telephone number or address where the Employee can be reached. Remember: if the Employer calls an Employee to return to work, the Employee must return to work no later than five days after the notification.

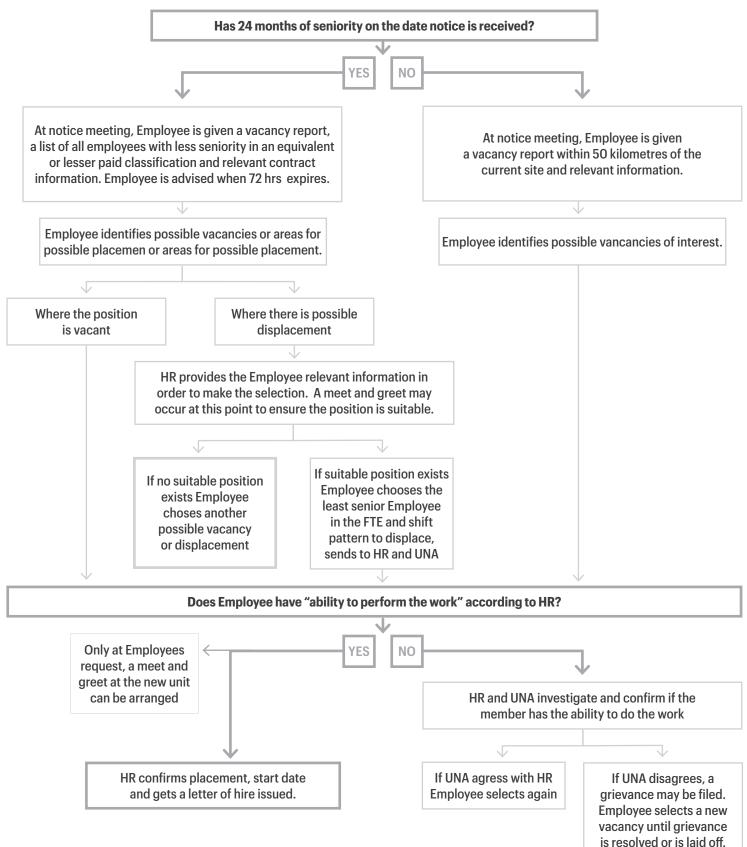
Article 15 does not provide Employees with a right to access vacation credits while they are on the recall list.

- **Q:** An Employee has been recalled to a 6 month temporary position. Can the Employee take vacation during those 6 months?
- A: Yes.

#### SENIORITY

- **Q:** What happens to seniority accrual while an Employee is on layoff/recall?
- A: An Employee's seniority date is unaffected by layoff/recall unless the Employee has not worked a shift for more than 12 months. Article 12.03 (b).

### PROCESS WHEN AN EMPLOYEE RECEIVES NOTICE OF POSITION ELIMINATION/LAYOFF



### UNA INTERNAL PROCESS FOR LAYOFF/POSITION ELIMINATION

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STEP 1:	Pre-Layoff meeting with meaningful discussion. Once this meeting is held and it has been determined that
	workforce reduction or position eliminations are eminent, then further meetings are to be held to deter- mine the following:
	What are the changes being made?

	what are the changes being made?
	Is this a workforce reduction or a position elimination?
	How many Employees are affected and in what areas (sites, units, programs)?
	What is the agreed upon catchment area?
	When will vacancies be frozen?
	What is the timing of the operational change?
	When will the Employees receive 28 days' notice?
	What is the relative seniority date of affected Employees? How many will have displacement rights?
	What is the number of temporary positions within the affected area and will they be eliminated? When will the temporary position be ended, not eliminated?
	What is the number of Employees in modified/accommodated positions who will be affected?
	Will a meet and greet will be part of the process for the purpose of getting to know the Employee and not for making a selection decision?
	Will there be a bulk or individual layoff process?
	Is severance applicable?
STEP 2:	Meeting set with UNA Local(s), LRO(s), operational managers, and affected Employees. Parties will share information and decisions or agreements from their previous meeting(s). When the meeting is concluded, the Local, LRO, and the Employees should remain behind for any further discussion.

**STEP 3:** When Employees receive their 28 days' notice, UNA locals attend notice meetings with each Employee. Advise rights as per vacancies, displacement, and recall. Advise Employees that if interest exists in areas other than those provided to let HR and UNA know so that the seniority list and vacancy report can be regenerated to include the other areas.

**STEP 4:** When an Employee makes a selection (vacancy, displacement, or recall), it is sent to HR. We ask that it also be forwarded to UNA. If only HR receives the selection, HR should be notifying UNA as soon as possible.

**STEP 5:** Once a selection is made, HR has to investigate whether or not the Employee has the ability to do the work of the position that is chosen. Ability to do the work is assumed to be after an Employee has been given reasonable orientation, training, and familiarization. It is not expected that an Employee would have to hit the floor running.

Factors that may impact an Employee's ability to do the work are:

- > The requirement to have specialized certification or academic requirement that the Employer has always enforced as a prerequisite to be considered eligible for hire.
- > The requirement to meet a genuine minimum standard. For example, the area has maintained and can demonstrate that an Employee must have five years related experience to work in the area.
- > Where the selected area has already reached a certain saturation point of inexperienced staff, there may need to be a staggered entry of new staff so that everyone can receive proper training and familiarization/orientation.
- **STEP 6:** The Employee received notification that their selection has been accepted and a transfer date is confirmed. If an Employee chooses to displace or take a vacancy into another local, a message should be sent to the receiving local outlining who the person is, what unit, program, or office the person is going into, and when the transfer will occur. If they are displacing another Employee, provide the name of the person being displaced.
- **STEP 7:** The Employee receives notification that their selection has been accepted and a transfer date is confirmed. If an Employee chooses to displace or take a vacancy into another Local, a message should be sent to the receiving local outlining, who the person is, what unit, program or office the person is going into, when the transfer will occur and if they are displacing, the name of the person being displaced.

# LAYOFF MEETING

MEETING DATE

DD MM YYYY

MEMBER	MBER SENIORITY DATE			CURRENT FTE	
		DD	MM	YYYY	
	DE AGON EOD LAVOEE				

NOTICE LETTER	REASON FOR LAYOFF
28 DAY NOTICE EFFECTIVE DATE   DD MM YYYY	
72 HOUR NOTICE DATE GIVEN	
DD MM YYYY	
72 HOUR NOTICE DEADLINE	
DD MM YYYY	

NOTES

#### UNA HIGHLIGHTS/CHECKLIST:

Confidential	Temp lines	
FTE	Rotations	
Layoff/Recall	Programs/Areas	
# of Choices	Vacancies +/-	
Vacation	Info Delay	

#### TRANSFER INFORMATION

EFFECTIV	'E DATE		FTE
DD	MM	YYYY	
UNIT			
SITE			

# LAYOFF TRACKING SHEET

EE Name		
Appointment date		
HR Adv.		
ID		
EE Email		
Cur		
Sen. Date		
Union		
Class		
FTE		
Site		
Bump		
Cur		
Date of 28 days		
72 Hr Notice Start Date		
Extension Due Date & Time		
Reply		
Bumping or Vacancy		
Receiving Dept		
New Site		
Rec. Pos		
Receiving Manager		
Confirmation of Selection		
Meet and Greet		
Meet and Greet Success (Y/N)		
Confirmation letter of Transfer Letter and date		
Transfer date		
Name of EE Bumped		
Comments		