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From: **Mason, Len** <[lmason@opseu.org](mailto:lmason@opseu.org)>

Date: Thu, May 14, 2020, 4:13 PM

Subject: College Support Furlough Memorandum of Agreement

To: Adair Conlon ([adairconlon@gmail.com](mailto:adairconlon@gmail.com)) <[adairconlon@gmail.com](mailto:adairconlon@gmail.com)>

## **College Support Furlough Memorandum of Agreement**

### **Highlights**

This Agreement will reduce the number of employees who would otherwise be laid-off without benefits with a guaranteed return to their home position after the furlough.

This Agreement allows the continuation of employment for employees on a reduced workload or temporary furlough rather than being laid off, and provides full-time college support staff continued benefits. Seniority will be applied in the implementation of the furlough through consultations with local UCC. The multiple stage process by which employees would permanently bump into a different position is temporarily suspended during the furlough process. All employees subject to the furlough are guaranteed recall to their home position by April 2021 at which point all Article 15 entitlements will be afforded.

### **Key Principles**

The Agreement is a template for local colleges and their local unions to provide security to full-time and long term RPTs rather than under a lay-off. The Agreement provides tools that will reduce the number of layoffs.

- Guaranteed recall to your current position on or before April 23, 2021.
- Relies on consultation with UCC, having consideration for employee's seniority.
- Rather than furloughed, can assign a modified work week up to 50% of hours where appropriate. This allows for job sharing where possible.
- Fully funded benefits for full time employees while on furlough up to January 31, 2021.
- RPTs with at least 5 years' service will be recalled by April 23, 2021.
- An Arbitrator for disputes, but no grievances

### **Some Details**

1. During the term of the agreement it allows the College to furlough a full-time or RPT support staff employee as an alternative to laying off the employee.
2. A furloughed full-time support staff will have benefits carried over during the period of furlough with the College picking up the employee's contributions to the benefit premiums until January 31, 2021.
3. Creates a clear path for the College to be able to create reduced workload arrangements in order to minimize the need for layoffs and furloughs.
4. Provides for a gradual return from furlough based on both the College's ability to return to normal operations and the return of student enrollment to traditional norms.
5. Protections are in place for long term RPTS. Long term RTPs will have their recall/return date extended to a maximum of April 23, 2021. The nine-month maximum recall period is extended for long term RPTS.

6. All furloughs will end by April 23, 2021 and all full-time and long term RPTs will be returned to the College. After that, if necessary, layoffs would proceed under the regular terms of the CA.
7. Pension buy back available according to Pension Plan terms.

A comparison of furlough to the entitlements found in Article 15 of the Full-time Collective Agreement

<b>College Support Full-Time Collective Agreement Art 15</b>	<b>Furlough Agreement</b>
15.1 General	Structure of the furlough agreement enshrines sequence of steps
15.2 Notice to Local Union	Agreement provides notice to the Local Union of plan to furlough with details of plan (see paragraph 7)
15.3. 1-4 Employment Stability Committee	Agreement enshrines role of Union College/Campus Committee to address furlough agreement (see Paragraph 8 & 15)
15.3.5 Notice to Employees	The notice period is reduced in exchange for benefit enhancements and promise of return (see Paragraph 9 and 13)
15.4.1 & 15.4.2 Probationary & Post Probationary Employees	Seniority will be applied in implementation of the furlough (see Paragraph 3)
15.4 Layoff procedures (including bumping, layoff, and reassignment)	Seniority will be applied via work plan development and Union College/Campus Committee meetings (Paragraphs 3, and 13)
15.5 1-3 Waiver of Rights/Severance	Severance is not applicable because furlough is a temporary leave from home position with promise of return to home position
15.6 Recall	All furloughed members shall return to their position after the furlough period ends applying seniority AND in consultation with the Local Union at Union College/Campus Committee meetings (see Paragraph 15)
15.7 Retraining	Retraining is not applicable because furlough is a temporary leave from home position with promise of return to home position
15.8 Contracting Out – Union Notification	Union shall receive notification of Contracting Out in accordance with 15.8 (See Paragraph 10)
15.9 Reimbursement of Relocation Costs	Reimbursement is not applicable because furlough is a temporary leave from home position with promise of return to home position
15.10 Seniority	Seniority maintained in accordance with 15.10 during full furlough period (see Paragraph 10)

In the agreed Furlough Agreement, the furlough process would be:

1. In paragraph 3-4, the College identifies essential work required on full-time or part-time basis with provision for reduced hours with no reduction of hours lower than 50% of full-time
2. In paragraph 5, the College will permit full-time members ability to offset reduction of hours by use of vacation or credits, and continue participation in benefits plan
3. In paragraph 6, the College will permit full-time and part-time members ability to continue participation in pension plan
4. In paragraph 7, the College will provide notice of plan to furlough employees with estimated numbers per bargaining unit
5. In paragraph 8, the College will use Union College/Campus Committee process to implement the furlough agreement and provide notice to full-time and part-time employees of furlough
6. In paragraph 9, furloughed full-time members will receive benefits that were in effect at the date of furlough with premiums paid 100% by the College for the full duration of the Agreement
7. In paragraph 12, furloughed full-time and part-time members will be permitted to purchase back pension for furlough period
8. In paragraph 14, the provisions of Article 15 of the FT collective agreement will be suspended except for:
  - o notice period (15.2),
  - o probationary and post-probationary employee layoff (15.4.1, 15.4.2),
  - o recall (15.6),
  - o notice of contracting out (15.8)
  - o seniority for the furlough period (15.10)
9. In paragraph 15, the provisions of Article 18 of the PT collective agreement will be suspended except for:
  - o notice period (18.2)
  - o recall (18.6), and
  - o notice of contracting out (18.7)
10. In paragraph 15, the Union College/Campus Committee will meet to implement the staged return to work of furloughed employees
11. In paragraph 13 & 14, furloughed employees will return to their home position in a staged manner based on seniority upon restrictions regarding physical distancing being removed.
12. In paragraph 16, once the Agreement has concluded and all furloughed employees have returned to the workplace, members shall be afforded full rights to the layoff provisions under A. 15/A.18 of the respective collective agreements should the College deem a layoff is required.
13. In paragraph 17, the Agreement shall remain in effect until all furloughed employees are returned to the workplace either at the discharge of the process outlined above or on until April 23, 2021. The parties may renegotiate an extension to the Agreement upon mutual agreement.

In addition, the Furlough Agreement would offer the following:

- Ability for a temporary reduction of hours that would prevent being furloughed

- Ability to use vacation credits to offset their reduced work week
- Full-Time on reduced work week will not see their benefit entitlements altered
- Full Time and Part-Time on reduced work week will see no change to terms or contributions to pension
- Furlough Agreement reinstates those already in receipt of layoff notice
- Furlough Agreement expires at first opportunity after COVID-19 crisis ends
- Full-Time employees on furlough will receive full benefit coverage with all premiums 100% paid by Colleges until January 31, 2021 or they are brought back from furlough sooner.
- All furloughed employees once returned will have full rights under Article 15 if case of layoff.
- Regular Part-Time support workers would see a return to their jobs, enhanced employment stability strategies to try and prevent displacement, redeployment options, and ability to buy back pension contributions.
- Expedited timeline and process to handle all disputes resulting from the Agreement.

**Len Mason**

**Local Services Rep. / Negotiator**

**Ontario Public Service Employees Union**

Thunder Bay Regional Office

326 Memorial Avenue

Thunder Bay, On. P7B 3Y3

807-698-0027 Ext. 5720 (office)

807-626-3592 (cell)

807-343-0130 (fax)

1-844-765-1422 (toll free)

**[lmason@opseu.org](mailto:lmason@opseu.org)**