

**Guide to  
AMAPCEO  
OPS Job Security Rules  
for Regular (Classified) & RPT  
Employees**

Effective April 1, 2009

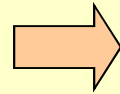
Reference the AMAPCEO OPS Collective Agreement 2009 - 2012 for Detailed Authorities

# *Pre-Notice if Part of a Work Unit is to be Reduced*

1

Workforce  
Adjustment  
Decision

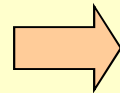
Pre-Notice  
Part I



**Work Unit and Job Functions are defined broadly.**

Employer must give as much notice as possible that reductions will occur & probable impact [Art. 27.5.2a].

Pre-Notice  
Part II

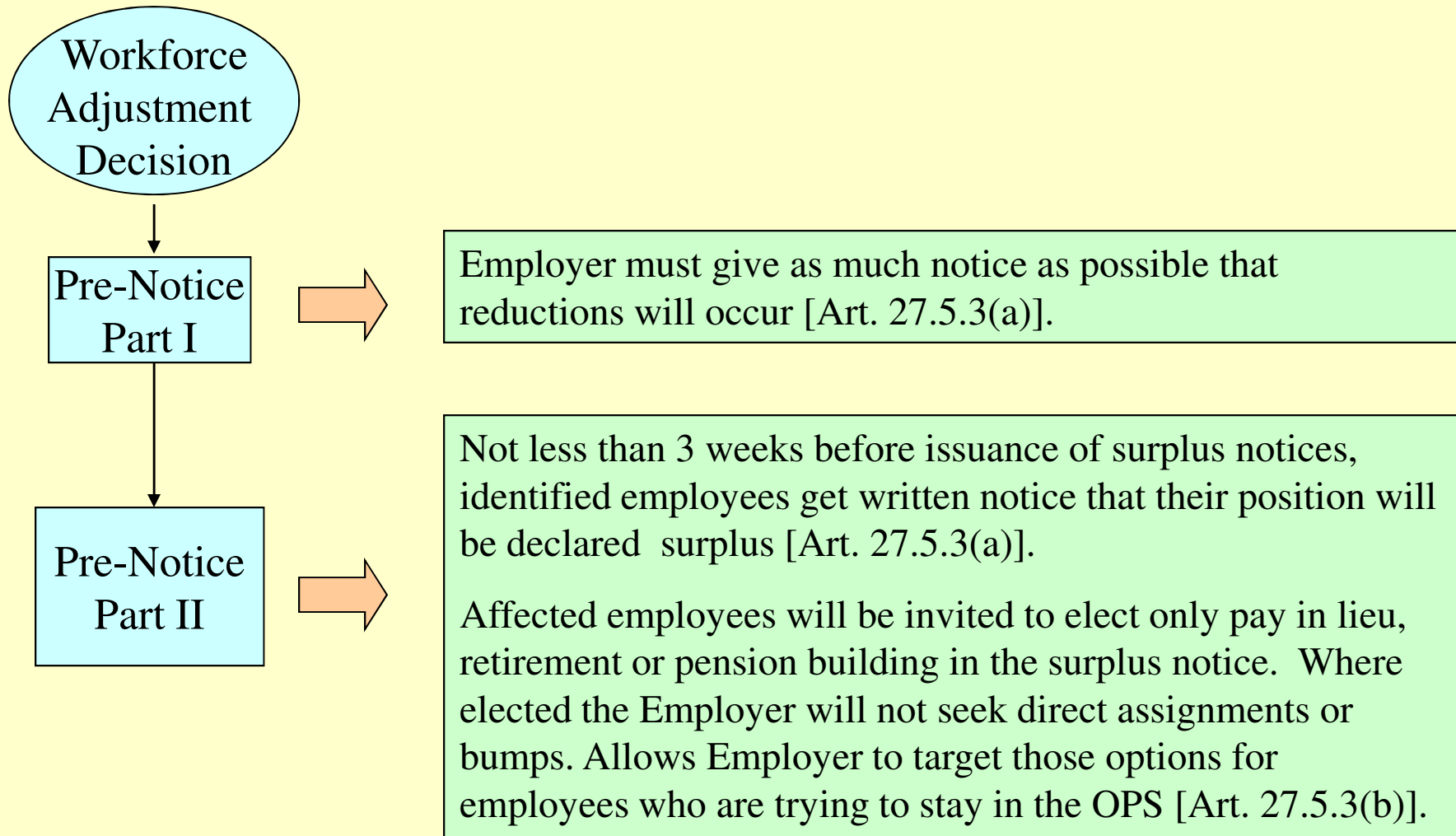


Not less than 3 weeks before issuance of surplus notices, the number of positions to be reduced is to be provided to the work unit [Art. 27.5.2(a)].

Employee can suggest alternatives; Employer must reasonably consider, and must accept volunteers to exit if they are in the job function to be reduced up to numbers needed [Art. 27.5.2(b)]. Other volunteers are entitled to register in VEO Registry [Art. 27.5.2(c)].

Affected employees also can direct the Employer not to seek a direct assignment or a bump (e.g. when they know a retirement, bridge to retirement, or pay in lieu option will be taken). This allows Employer to target those options to employees who are trying to stay in the OPS [Art. 27.5.2(f)].

# *Pre-Notice if All of a Work Unit is Eliminated*



# *Pre-Notice: Special Rules for “Transformations”*

## **Memorandum of Agreement re: Transition of Employees Impacted by Transformations & Transfers [Pg. 152 of Collective Agreement]:**

- Applies where 50 or more OPS employees, of which 10 or more are AMAPCEO will be declared surplus (excludes a sale of a business).
- Employees can apply to be considered for redeployment in advance of their surplus notice. Allows for more vacancies to be utilized as direct assignments versus posting of jobs.

## *Related Requirements*

The Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an Employee Portfolio within 2 weeks [Art. 27.3.7].

## *Surplus Notices Issued*

Notices are issued by seniority (includes all continuous serviced in the OPS) unless more senior employees have volunteered to accept surplus notice during pre-notice [Art. 27.5.1].

# *Surplus Notice Options with a Direct Assignment* <sup>5</sup>

## **Employee Must Select One Option [Art. 27.6.2]:**

- Direct Assignment: details provided in Surplus Notice.
- Pay-in-lieu (resign) package.
- Permanent pension options or pension bridging if any; i.e. Factor 90, 60/20, Age 65, **excludes Surplus Factor 80**.
- If no response to Surplus Notice within 10 working days, employee is deemed to accept the Direct Assignment .

# *Surplus Notice Options with no Direct Assignment<sup>6</sup>*

## **Employee Must Select One Option [Art. 27.6.3]:**

- Bump (if any).
- Remain available for Direct Assignment during 6 month notice.
- Pay-in-lieu (resign) package.
- Permanent pension options or pension bridging if any, i.e. Factor 90, 60/20, Age 65, **includes Surplus Factor 80 if no bump or no direct assignment after 6 month notice period.**
- If no response to Surplus Notice within 10 working days, employee is deemed to have accepted to remain available for Direct Assignment.

## *Surplus Notice Options Details*

### **Direct Assignment (DA) [Art. 27.8]:**

- DA search based on each employee's geographic and salary preferences selected in his/her Employee Portfolio [Art. 27.8.2(a)].
- Must meet entry level requirements of the job & be most senior employee "matched" [Art. 27.8.3(c)&(d)].
- If multiple job matches found, selection is made based on Employee Portfolio preferences [Art. 27.8.2(b)].
- No Bump sought if DA available [Art. 27.6.3(a)].
- If DA rejected, employee cannot remain available for another DA during notice period & must exit with pay in lieu or retire/bridge (if available).
- DA to management vacancies can be rejected with no loss of entitlement [Art. 27.18.2].

## *Surplus Notice Options Details*

### **Direct Assignment continued:**

- The Employer searches for vacancies and VEO positions in all Ministries.
- If no search parameters are specified in the Employee Portfolio, the default parameters are [Art. 27.8.3]:
  - Salary: Jobs with salary maximum +5% to –15% of your salary maximum.
  - Geography: within a 40km radius of your workplace.

## *Surplus Notice Options Details*

### **Remain Available for Direct Assignment:**

- DA search continues through 6 month notice period & includes temporary assignments during last 2 months [Art. 27.10].
- If no match, DA search continues after lay-off for 24 month recall [Art. 27.11].
- When a DA is found during the notice period, the employee has 5 working days to accept [Art. 27.8.5].
- If DA not accepted within 5 working days, employee forfeits rights to DA, recall, & training, but retains right to apply to restricted competitions for 24 months [Art. 27.8.8].

## *Surplus Notice Options Details*

### **Bumping (Art. 27.9):**

- To bump, the employee must:
  - be “qualified” to do the job within 5 weeks, or
  - currently performing the work, or
  - performed the work within the previous 3 years.
- Outside the GTA, bumping is within defined geographic areas across all Ministries; inside the GTA, it is within a Ministry.
- Bumping is in your classification module and classification level, or 1 level down. Order of search is specified in CA.
- Bump can be rejected with no loss of other job security rights.
- If bump option is selected, the employer still searches for a Direct Assignment (DA) for 3 months before bumped is acted on [Art 27.6.3(b)(i)].
- If a DA is found within the 3 months, the bump is rescinded and the employee is placed in DA, or may take pay-in-lieu.
- If a DA not found after 3 months, the bump is implemented.
- Employee can rescind bump selection any time before implemented and remain available for DA for notice period or take pay-in-lieu.
- No limit on number of bumps.

## *Surplus Notice Options Details*

### **Pay in Lieu:** [Art. 27.7].

- Includes:
  - 6 months notice period paid as lump-sum, or 6 months paid leave (pension, health benefits, & vacation continue to accrue).
  - plus severance pay of 1 week/year of service up to a 26 week max [Art. 27.15] plus additional pay of 1 week/year of service enhanced severance with no max [Art. 27.21].
- May be selected:
  - on receipt of surplus notice, or
  - any time during notice period (6 months are pro-rated).
- Not subject to management approval. Employee's last day at work shall be 5 working days after selection or as otherwise agreed.
- Employee forfeits all collective agreement rights but retains eligibility to apply to restricted competitions for 2 years from date on which lay-off would otherwise occur [Art. 27.7.5].

## *Surplus Notice Pension & Exit Options*

### **Permanent Pension Options:**

- Retire with an unreduced pension if 60/20 (age  $\geq 60$  with  $\geq 20$  years of pensionable service), Factor 90 (age and pensionable service sum to  $\geq 90$ ), or age 65 is achieved.
- Includes 6 months pay in lieu of notice, regular severance and enhanced severance.
- No requirement to work notice period.

## *Surplus Notice Pension & Exit Options*

### **Pension Bridging [Art. 27.22]:**

- Bridge up to 3 years to reach your first unreduced pension option. No requirement to work notice period unless bridging to SF-80.
- Based on the following components of the bridge:
  - 6 months paid notice period.
  - plus up to 2 year unpaid leave (if any is needed).
  - plus a paid leave of 1 week/year of service (26 week max) from converting your severance to a paid leave.
  - Plus enhanced severance, 1 week/year of service (no max), paid on completion of bridge less employee pension contributions for the unpaid leave if used.

## *Surplus Notice Pension & Exit Options*

### **Surplus Factor 80 (SF-80) [Art. 27.20]:**

- Must be selected within 10 working days of surplus notice & must have 80 points on or before employment ceases.
- VEO registrants, those volunteering for surplus notices, & those waiving Direct Assignment searches are not eligible for SF-80.
- Only available if no bump has been identified and no Direct Assignment found through the 6 month notice period.
- All other surplus entitlements are forfeited.

# *Successor Rights*

## **Sale of Business under Section 69, Labour Relation Act 1995**



### **Successor Rights [Art. 27.19.1]:**

- The employment of employees transferred to a successor employer is not terminated or severed; service and seniority is carried over to the successor employer.
- Affected employees who do not receive a job offer or who refuse a job offer from a successor employer will have all surplus rights.
- Affected employees who refuse a job offer and accept employment with the successor employer within 12 months of the date of transfer will repay all payments from their surplus entitlements.
- Employees have 10 working days to respond to job offers from the new employer. Those failing to respond are deemed to have rejected the offer.
- The Employer is required to disclose a sale of business to AMAPCEO not less than 3 weeks prior to a public announcement or an announcement to employees.

## *Reasonable Efforts (if No Successor Rights)*



### **Transfer of Jobs or Functions**

#### **Reasonable efforts [Art. 27.19.2]:**

- The Employer will make reasonable efforts to ensure that employees are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment.
- Where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority.
- All OPS job security entitlements retained if the new job offer rejected.
- Employees have 10 working days to respond to job offers from the new employer. Those failing to respond are deemed to have rejected the offer.

## *Redeployment Mechanics: Employee Portfolio*

### **Employee Portfolio (EP) [Art. 27.3.7 to 27.3.10]:**

- Employees should have completed an EP when entering the AMAPCEO bargaining unit; it can be updated at any time. It includes your skills inventory and an addendum for your redeployment parameters.
- The Employer is required to alert you 2 weeks in advance of its use in order to provide any updates. HR is required to provide support in completion of your EP.
- It is used to match your skills and knowledge against the entry level requirements of vacancies and all jobs registered in the Voluntary Exit Register.
- An EP is deemed to include the qualifications and knowledge as indicated in your current home position job description unless modified by the employee.
- Job Information Packages (JIP) are completed by the employer to record entry level requirements of vacancies & VEO positions – a mirror image of the Portfolio.
- The Employer will search within the OPS for vacancies & VEO registrants within salary and geographic parameters that you specify in your EP. You can change these parameters at any time.
- If no parameters are provided, the default parameters are:
  - Salary: Jobs with salary maximum +5% to –15% of your salary maximum.
  - Geography: within a 40km radius of your workplace.

# *Redeployment Mechanics: Voluntary Exit Options:*

## **Voluntary Exit Options:**

- Established to:
  - minimize involuntary exits & bumping / maximize direct assignment.
- Volunteers may act by:
  - **Volunteering to receive a surplus notice during pre-notice.** This breaks the application of seniority in a work unit by a more senior employee [Art 27.5.2(b)]; the employer must accept the volunteer if he/she is in the job function being reduced (up to the number of positions being reduced) [Art. 27.5.2(c)].
  - **Registering your job in the VEO Register.** [Art. 27.4] The volunteer's job is treated as a vacant position until a match occurs or the employee withdraws from the register.
    - Any employee can register in the VEO at any time; the employer has no right to refuse a registration or a match.
    - If your job is matched in the Register, or you voluntarily accepting a surplus notice, you receive the same surplus options (except direct assignment, bumping, and surplus factor 80) as if they were directly surplus.