



## REDUCTION PROCESS INFORMATION

This information bulletin is to provide you with general information on the reduction process in the collective agreement. As each person's circumstances can vary, you should discuss your options with your HR Advisor and Area Steward.

### 1) What is a reduction?

Article 11.8.2.1- the term “reduction” means a reduction in your workload (i.e. the number of sections or the number of hours) for which a Regular employee has been committed by their appointment letter.

### 2) What are the reasons for issuing a reduction?

Reductions are usually issued based on department programming requirements. That is often dictated by the lack of student demand or the lack of funding. A Notice of Reduction shall state the reason(s) for the reduction (Article 11.8.3.3) from one or more of the following articles.

11.8.1.1.1 low enrolments,

11.8.1.1.2 significant change in or elimination of programs, courses, or other bargaining unit work where it is reasonably anticipated to be of a permanent nature,

11.8.1.1.3 shortage of funds,

11.8.1.2 technological change (Article 14).

### 3) How was my new commitment level determined?

Your new commitment level, outlined in your reduction letter, was determined by the sections of work available in your department, your seniority and subject competencies. This is accomplished through the 2.5 collegial model and 2.6 consultation process within your functional area.

### 4) When will I know if I am going to be reduced?

You will receive a Notice of Reduction letter through your Capilano University email address.

Article 11.8.3.2 - A Notice of Reduction will be issued in writing to the employee either by **June 1** and shall take effect on the immediately following August 1 or by **October 15** and shall take effect on the immediately following January 1.

If you have not been given an official Notice of Reduction your workload can not be reduced but you can be reassigned other work.

5) What are my rights as a reduced employee?

Article 11.8.5.1 - The rights of a reduced employee are fourfold;

- 11.8.5.2 The right to an actual workload which is equal to the percentage of workload for which s/he was last committed,
- 11.8.5.3 The right to severance pay,
- 11.8.5.4 The right to retraining,
- 11.8.5.5 The right to a reversal of reduction.

Actual Workload

11.8.5.2.2 A reduced regular employee's right to the workload which is equal to his/her **prereduction commitment level** may be exercised in order as set out below: subject to seniority and competency/qualifications be assigned sections that become available in your functional area;

11.8.5.2.2.1 For a functional area in which a regular employee is on reduction, any sections allocated to that functional area that are in excess of the number required to meet the reduced commitment to regular employees in that functional area shall be **offered first to reduced regular employees on the basis of seniority**, and without regard to their level of regularization, and then to non-regular employees.

11.8.5.2.2.2 A regular employee on reduction also has a **right to be assigned work in all functional areas where they have appointment status** in preference to non-regular employees and less senior regular employees in those areas, provided s/he has the subject competence and/or qualifications that match the bona fide curriculum requirements as determined by the University in consultation with the functional area.

11.8.5.2.2.3 A regular employee reduced in the functional area to which s/he is appointed shall be assigned duties and given a reduction-generated appointment (**RG**A) in one or more other functional areas provided that s/he has the required competence and/or qualifications as determined by a search-like process and provided that **no other regular employee, or non-regular employee with higher seniority, is displaced**.

11.8.5.3 The Right to Severance Pay

Severance is calculated at five percent (5%) of your annual salary, at your current step, for each full-time equivalent year to a maximum of ten (10) full-time years.

The timing of when you can choose severance depends on if you are reduced to zero or greater than zero (see below):

- If you are reduced to zero, then you can elect severance before your rights to a further assignment expires (See Article 11.8.5.6 below)
- If you are reduced to a level greater than zero, then you may elect severance within 30 days from the notice of reduction or within 30 days from your first anniversary of that notice.
- If severance is not elected within either 30 day timeframe, you will retain all other rights under article 11.8.5.1 except for the right to severance.
- The option to elect severance will be available to you again if a new notice of reduction is issued to you that lowers your committed workload from that of your reduction in effect at the time of issuance of the new notice.

#### 11.8.5.4 The Right to Retraining

You can use the University's instructional facilities, free of charge. This includes, but is not limited to, all courses, workshops and education activities of any kind.

#### 11.8.5.5 Reversal of Reduction

If it is determined that your pre-reduction commitment level can be met, your reduction notice will be rescinded on July 31, prior to the start of the next academic year.

#### 11.8.5.6 Expiry of Rights to Further Assignments

11.8.5.6.1 A reduced regular employee shall lose his/her rights to further assignments and cease to be an employee of the University when s/he has experienced an actual workload of zero sections for two consecutive years.

6) What other rights do I have?

9.12.2 Employees who are retiring in the current year, or who have received reduction notice in the current year, shall have access to financial counselling under 18.2.

### 18.2 FINANCIAL COUNSELLING

Each employee who accepts a retirement package under article 18.1 is entitled to attend with their spouse or another individual who advises the employee on his/her finances, a Financial Planning Workshop and to receive subsequent personal financial consultations conducted by a firm of qualified financial planners or consultants. Fees for the consultative sessions to a maximum of \$400 per session will be borne by the University.

7) What happens to my benefits?

As a regular faculty member your benefits continue for as long as your rights to work continues. However, if you have a zero workload and do not have any work, the University will pay life insurance premiums. These employer paid premiums will be included in your T4 as taxable income. As these premiums are normally employee paid, faculty with employer-paid premiums will see a corresponding decrease in their spending accounts and should take this into account for their upcoming year's spending account allocations.

8) What personal services or supports are available to me and my family?

Personal support, covering a broad range of personal issues, is available through the Employee Assistance Plan. The confidential service is available, at no cost, to each employee, or their family members, who is eligible for the University benefit plan. The University's EAP provider is Homewood Health and may be reached, through their confidential phone line, 24 hours a day, seven days a week at 1.800.663.1142 or through their website: [www.homewoodhealth.com](http://www.homewoodhealth.com).