

Amendment #1
2021-2024 YAEP Collective Agreement

Pursuant to article 51.01 (Reopener of Agreement) of the collective agreement said by its terms to be from July 1, 2021 to June 30, 2024 between the Government of Yukon and the Yukon Association of Education Professionals, the Parties agree to amend the collective agreement as follows:

ARTICLE 27

LAYOFF

27.01 The term "layoff" refers to a reduction in the total number of indeterminate employees at a school due to:

- a) a decrease in the number of students;
- b) the closure of, and discontinuance of instruction in, a school, classroom, or instructional department;
- c) discontinuance of an instructional program; or
- d) insufficient appropriated funds.

27.02 In determining which employees should be laid off from a school, or recalled to employment, the employer shall give equal consideration to the employees' seniority, qualifications, and skills and suitability to perform the duties of the remaining positions. When two or more employees are relatively equal in terms of their qualifications and their skills and suitability to perform the duties of the remaining positions, seniority shall govern.

27.03 **In laying off employees and filling indeterminate vacancies, the employer shall adhere to the following process:**

- a) **each school year, the employer shall make reasonable effort to identify all the indeterminate vacancies for the following school year. The number of anticipated vacancies at each school will be reported to the Association.**
- b) **before internally or publicly posting any of these indeterminate vacancies, the employer shall make reasonable effort to determine**



which employees will be laid off, in accordance with Articles 27.01 and 27.02, and issue Notice of Layoff in accordance with Article 27.04;

- c) **employees in a temporary assignment who, at the time of the assessment in 27.03(b), are expected to convert to indeterminate status before the end of the school year (pursuant to Article 47), shall be assessed for layoff alongside the indeterminate employees.**
- d) **the employer shall consider those employees selected for layoff, as well as any other previously laid off indeterminate employees with existing recall rights, and determine which employee or employees, if any, are qualified for each indeterminate vacancy;**

27.04 Notice of Layoff:

- a) Where the employer proposes to lay off an employee, the employer will deliver to the employee a written Notice of Layoff setting forth:
 - i) **the employee's last day of employment and effective date of the layoff;**
 - ii) a statement of the employee's recall rights and severance rights;
- b) **The Notice of Layoff referred to in this Article will be delivered at least 30 calendar days before the layoff is to take effect and may be rescinded by the employer at any time prior to the effective date, unless the employee selects severance instead of recall rights under Article 28.01(e). Where practicable, notice of intention to provide the Notice of Layoff will be delivered 90 days in advance of the effective date of layoff.**
- c) The acceptance of a temporary or indeterminate position by an employee during the pre-layoff period nullifies the layoff notice.

27.05 Employees who have received Notice of Layoff:

- a) may be re-employed without competition;
- b) are eligible to be re-employed for a period of two years **from receipt of the Notice of Layoff;**
- c) shall be re-employed in priority to other qualified persons;
- d) **will be offered re-employment alongside Notice of Layoff if a suitable vacancy has been identified at that time.**

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- e) **For greater clarity, recall rights apply to all vacancies anticipated under 27.03(a), even if the selection process for a given vacancy takes place prior to the employee's last day of work.**

27.06 An employee's right to recall ends when that employee:

- a) is re-employed in an indeterminate position suitable to the employee's qualifications and experience, and at least equal to their FTE level at the time of layoff;
- b) is not re-employed into an indeterminate position within two years from the date when the employee was **issued Notice of Layoff**; or
- c) declines re-employment unreasonably, taking into account the location and nature of the position held at the time of layoff, and the nature and location of the proposed re-employment.

27.07 When an employee is recalled for a period of limited duration of more than three (3) months, the notice of re-employment shall constitute notice of **intention to issue a new Notice of Layoff** to be effective at the end of that period.

27.08 Nothing in this Article 27 limits the severance pay provisions of Article 28.

ARTICLE 28

SEVERANCE PAY


28.01 Layoff

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- e) An employee who has been issued Notice of Layoff shall be entitled either to claim severance pay pursuant to Article 28 or to claim recall rights pursuant to Article 27. The employee will inform the employer in writing of their decision within 30 days prior to the effective date of the layoff provided for in article **27.04** above.

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Signed at Whitehorse, Yukon this 8th day of February, 2023.


Government of Yukon
~~Janis Meger~~ *Dave Anderson*
a/ Director, Labour Relations


YAEP
Ted Hupe
President