



Article 21 – Redundancy FAQ's

In light of the current circumstances facing many academic staff members working at the University, the following is intended to provide assurance to academic staff members relating to **Article 21:**

Redundancy, as outlined from the Collective Agreement between the Board of Governors and the Faculty Association for the University of Calgary. This is the process that is used when academic positions at the University are impacted by a program closure, reduction, or restructuring for academic reasons.

Q: What does this mean if the Faculty I work in is facing a program closure, reduction, or restructuring that may impact the course(s) I teach?

A: Through bargaining, the Governors have committed to endeavouring to maintain affected academic staff member's security of Employment. This is done by recognizing each member's seniority, qualification, and tenure status. Any changes made that could affect the employment status is considered, 'any change adverse to the member with respect to rank, compensation, or tenure status including termination of employment'.

Prior to a decision by the Governors to affect the employment status of members under Article 21, it would be up to the GFC to first make recommendations related to the action, after full and extensive consultation. Any decisions made by the Board of Governors in relation to those recommendations that may adversely effect employment status, is subject to the GFC Process for Program Reduction or Closure (June 2002).

Q: When will we know if there has been a decision made that could affect individual Employment statuses?

A: When a decision has been made that could impact the employment status of our members under Article 21, the Provost will advise the Association as well as the broader University community. In this notice, shall be the anticipated date of implementation of their decision. **Ten (10) work days** following this decision by the Governors', the Dean will give formal written notice to all members of the impacted department/ unit, or program, inclusive of the reasons for the decision, the financial implications, staffing implications and a timeline for the action to take place.

An **Implementation Committee (IC)** will be formed to oversee the process consisting of both Administration and academic staff members but will not have a representative from the affected Faculty. The mandate of the IC is to oversee the implementation of the processes outlined in Article 21, consider concerns brought forward relating to the implementation process and make recommendations to the Provost for resolution of said concerns.



The Dean for the Faculty will identify to the Provost which academic staff members may be impacted under the terms of **Article 21: Redundancy**. This is intended to be done in a fair and equitable way, by considering previous affiliation with the affected program/unit and the individual's requisite knowledge, skills, and professional qualifications. Merit is not a determining factor. Once identified by the Dean, each affected academic staff member will receive formal notice within **twenty (20) work days** of the time frames and processes to be followed under this Article, inclusive of the reasons for their decision as outlined to the Provost. The decision of the Dean may be appealed by the academic staff members in writing to the IC, within **ten (10) work days** of receipt of the notice, outlining the reasons for the appeal. The appeal process is outlined specifically in Article 21.6.8 and 21.6.9 with the Provost's response required within **ten (10) work days** of receipt of the IC's recommendations, giving reasons for the decision made.

The date for layoff for all affected members shall be no less than twelve (12) months from completion of the appeal process described in Article 21.6.10. This means if an appeal is launched, there would be a pause in the process for all affected academic staff members until the Provost provides their final decision on the matter.

Q: Can the University lay me off and then hire someone new to teach in my place?

A: The Governors will only appoint new academic staff to positions where a failure to do so would threaten the viability of academic programs/ departments/ units during the period when affected members are available to transfer to positions open for recruitment. Affected members will be given the first offer of appointment for positions provided they have the requisite knowledge, skills, and professional qualifications to be considered.

Q: Are there any alternative options available if I have been given notice I am to be laid off?

A: Yes, Article 21 provides voluntary provisions to all members of the affected program/ department/ unit and may be offered to other members in an effort to reduce the number of individuals impacted by a layoff. These options may include a voluntary reduction to part-time continuing status with commensurate reductions in salary where there is a need for member's requisite knowledge, skills, and professional qualifications (Article 21.8.1 a); or a voluntary separation/ termination with severance entitlements (Article 21.8.1 b). It is also possible that other arrangements could be agreed to by the Parties (Faculty Association and Board of Governors) (Article 21.8.1 c). Transfer considerations (Article 21.9), Preparatory Study (Article 21.10), and Severance (Article 21.13) should be examined as options depending on your personal circumstances.



Q: What happens if the University re-establishes the closed/ reduced program, or something similar?

A: If this happens within a period of two (2) years, any member who was laid off under this Article shall be informed in writing at their last known address. If such a member chooses to apply for a position in the program, they shall have first offer for appointment to the positions for which they have the requisite knowledge, skills, and professional qualifications. Having these recall rights provides members first consideration if they choose to apply for a position within the Bargaining Unit for which they have the requisite knowledge, skills and professional qualifications. In the event two or more members apply for a singular position, the member with the longest continuous service at the University shall have first preference. Once appointed, the member will repay any severance received that is greater than the salary they would have been paid during the period of layoff.

Q: What if my appointment is a Contingent Term or Limited Term position?

A: Academic staff members holding a Contingent Term or Limited Term appointment shall receive not less than four (4) months' notice. The Terms and conditions of severance shall be determined between the Parties in consideration of the conditions set forth in the letter of appointment (Article 21.19)

Article 21.20 only applies to academic staff with Contingent Term positions. These positions rely on external funding. If external funding is discontinued and there is no provision for termination pay to the member by the external funding organization, no termination pay/ severance would be received. In the event there have been provisions for termination pay to the member by the external funding organization, the provisions in Article 21.20 may not apply.

Article 21 aims to ensure due process and maintain academic staff rights during closures, reductions, or restructuring of programs for academic reasons. For full details, refer to the Collective Agreement, available online: [Collective Agreement, Article 21] (<https://www.tucfa.com/collective-agreement/>).