

OPS FACT SHEET

Surplus Rights and Entitlements: Frequently Asked Questions (FAQ)

This FAQ is based on the revised Article 27 provisions contained within the 2014-2018 OPS Collective Agreement, which come into effect on November 26, 2014.

For additional assistance, contact your [Workplace Representative](#) or [Workplace Advisor](#).

Surplus Notice Alert and Options

Q1. I just received a Surplus Notice Alert. What does that mean?

A1. You may receive a Surplus Notice Alert either because your position has been identified for surplus or someone else's position in your work unit has been identified.

A Surplus Notice Alert is given to all employees in a work unit where one or more positions in the work unit will be declared surplus in the future. It is given no less than 6 working days prior to the issuance of the Notice of Layoff. The Alert will describe the work unit, identify which job function(s) will be reduced, and how many positions will be eliminated.

If your position has specifically been identified for surplus, the Alert will say so, and provide you with a date on which you will receive a Notice of Layoff. It will also include instructions on how to complete your Employee Form (EF) and when it is due. Lastly, it will offer you the option of exiting the OPS now rather than await your Notice of Layoff.

Another purpose of the Alert is to invite employees who share the same job function as the position(s) identified for surplus, to volunteer to exit the OPS, thereby preventing the identified employee from receiving a Notice of Layoff.

Those wishing to volunteer must do so within five (5) working days of the issuance of the Surplus Notice Alert, and indicate which exit option they would prefer to take.

Q2. The Surplus Notice Alert identifies my position as one that will be eliminated in the future. It also mentions that I have only a certain amount of time to decide whether I want to leave my OPS position in this period before I receive my Notice of Layoff. Is this the only time I will get this option to leave?

A2. The Employer is providing you this option now in an effort to get a better sense of how many AMAPCEO-represented employees may want to stay in the OPS. In other words, if you indicate that you want to leave the OPS in the Surplus Alert period, the Employer will not require you to complete an Employee Form (EF).

If you are not sure that you want to leave the OPS, then you should not elect an exit option at this time. In your official Notice of Layoff, the Employer must again provide you with the option to leave the OPS, either through a Pay-In-Lieu Option, or a retirement option if you are eligible, or a pension bridging option, if eligible.

Q3. What are my Pay-In-Lieu entitlements?

A3. Please refer to Article 27.7. You can decide whether you receive your Pay-In-Lieu of notice monies as either a lump sum of six (6) months' pay, or a continuation of 6 months' salary plus benefits (except STSP and LTIP).

In addition to your Pay-In-Lieu you will also receive a lump-sum payment for your legislated severance and your enhanced severance.

If you elect the Pay-In-Lieu Option, your last day at work will be 5 working days after accepting the Pay-In-Lieu Option, or such other period as you and the Employer shall agree.

Note: if you accept a Pay-In-Lieu Option you will forfeit any other surplus or redeployment entitlements in the Collective Agreement, including Targeted Direct Assignment, however, you can still apply for OPS restricted competitions for a 24 month period after your layoff date.

Q4. What are my severance entitlements?

A4. Please refer to Articles 27.15 and 27.20. You are eligible to receive two (2) separate severance payments:

1. Legislated severance is equal to one week's salary for each year of continuous OPS service up to a maximum of 26 weeks;
2. Enhanced severance is equal to one week's salary for each completed year of continuous OPS service, with no maximum.

Notice of Layoff

Q5. What are my redeployment options when I receive my official Notice of Layoff?

A5. Please refer to Article 27.6. When you receive your Notice of Layoff, your six (6) month notice period begins. Your Notice of Layoff will provide you with the following options:

1. Identify a Targeted Direct Assignment for the remainder of the notice period;
2. Accept a Pay-In-Lieu Option.

The Notice of Layoff should also identify your retirement options, if applicable, including the option to pensions bridging if you are eligible (see Article 27.21).

You will have 10 working days to make this election. Otherwise, you are deemed to have accepted the option of remaining in the OPS during your six (6) month notice period to identify a Targeted Direct Assignment under Article 27.8.

If you elect to identify a Targeted Direct Assignment under Article 27.8, you will have six (6) working days after receiving your Notice of Layoff in which to complete an Employee Form.

Q6. If I indicate that I want to remain available to identify a Targeted Direct Assignment during my 6 month notice period, can I change my mind and tell the Employer that I want to either leave the OPS with a Pay-In-Lieu package or retire if I'm eligible to retire?

A6. Yes, see Article 27.7.3.

If you make an election to identify a Targeted Direct Assignment in your notice period, you can subsequently change your mind afterwards, as long as you are still within the notice period when you revisit your decision. However, if you choose to leave with the Pay-In-Lieu Option, the amount owing to you will be prorated based on the amount of time left in your notice period.

Q7. I am on a leave of absence right now and my home position has been declared surplus. What do I do?

A7. See Article 27.3.12. Depending on the type of leave (related to sickness or disability, maternity or parental leave, or on temporary assignment inside or outside the OPS) your Notice of Layoff will be treated differently. The Notice of Layoff may also be treated differently depending on whether or not you have started your leave or temporary assignment.

Q8. What happens if I go on a sick leave, a leave of absence or temporary assignment after I receive my surplus notice?

A8. Please refer to Article 27.3.12.2. If your position is declared surplus and then you go on LTIP or a WSIB sick leave of absence, your surplus notice will go on hiatus for the duration of the leave. When you are able to return to work, the balance of the notice period shall continue.

If your position is declared surplus and then you commence a STSP leave of absence, your surplus notice will be put on hiatus if, from the beginning of the STSP leave, the medical evidence indicates that the leave will be greater than one (1) month. If you are expected to return to work within one (1) month, your notice is not put on hiatus. However, if after 1 month on STSP, your prognosis for returning to work remains uncertain, the surplus notice is put on hiatus until you are able to return to work.

If you commence a leave of absence after your position is declared surplus, you have the choice to accept a hiatus in the notice period during the leave of absence or return early from the leave of absence.

If your position is declared surplus and then you commence a temporary assignment or secondment within the OPS (and before you are eligible for Targeted Direct Assignment into a temporary assignment – i.e. your last two (2) months of your notice period), your notice is put on hiatus during the temporary assignment, but you may continue to identify and be considered for Targeted Direct Assignments. Please note that this applies only when the temporary assignment or secondment is for more than six (6) months and filled competitively.

Employee Form (EF)

Q9. What is an Employee Form (EF)?

A9. Please refer to Article 27.3.8. The EF is used by the Employer in the Targeted Direct Assignment process. It also allows you to determine whether you would like the Employer to search for a bumping opportunity for you, and if so the geographic parameters you want the Employer to use in searching for such a bumping opportunity.

Basically, the EF provides the Employer with information about your employment history within and outside of the OPS for redeployment purposes. It also allows you to communicate, in your own words, your own knowledge, skills and abilities. The information contained in the completed EF, along with other information you attach to your EF, is matched against information contained in the Job Information Packages (JIPs) for the vacant positions you identify as possible Targeted Direct Assignment opportunities. The Employer also uses the EF and the additional information you have provided to search for possible bumping opportunities.

The JIP is an Employer document that is used both for redeployment and for recruitment (i.e. job competitions) and is prepared by the manager of the position. Every JIP contains an up-to-date job description, a job advertisement, selection criteria, and a description of the relevant job functions of the position. For more detail, please see the Employer's *Employee Form Guide*.

Q10. What do I put in my Employee Form (EF)?

A10. The EF allows you to summarize your previous work experience, education, training and licenses and certifications and achievements. It also contains a Skills and Knowledge assessment section, where you must describe the knowledge, skills and abilities you possess in various job function categories. You will also have the option of attaching a traditional résumé.

The EF will be deemed to include the qualifications and knowledge as identified in your current job description (see Article 27.3.9).

If on the EF you indicate you wish to be considered for bumping opportunities at the end of the fifth month of your notice period, you can include any expanded geographic parameters beyond a 40 kilometer radius of your home position work location for bump search purposes. In addition to broadening your geographic parameters to a larger geographic area, you may also indicate specific areas outside of your current work location, including exact work location addresses: see Articles 27.3.9 and 27.9.3.2.

Q11. When must I complete the Employee Form (EF)?

A11. See Article 27.3. Should the Employer inform you that your job will be eliminated you will have six (6) working days after receiving your Notice of Layoff to complete your EF. The Employer should provide you with guidance in filling out the EF and the name of an Employee Mobility Coordinator or Human Resource Advisor to assist in this process. There are also materials on the *MyOPS* website that give tips and advice on filling out the EF.

You will not be able to identify any possible Targeted Direct Assignment opportunities through the Targeted Direct Assignment process until you have completed your EF. If you do not complete your EF by the end of the third month, the Employer will also deem that you have waived your right to a bump at the end of the fifth month of your six (6) month notice period.

Q12. Can I revise the information on the Employee Form (EF) even after it has been submitted?

A12. Yes. At any time, you may advise the Employer in writing that you would like to update your EF to include any new and improved skills, knowledge and abilities and/or changes to the geographic parameters for bumping. Such changes will be implemented

the day following receipt by the Employer of the updated portion of the EF. Contact your Employee Mobility Coordinator or Human Resource Advisor for further details on updating your EF.

For any Targeted Direct Assignment opportunities that you identify, you may also submit a separate Supplementary Employee Form (SEF) to capture additional or specific information relating to a particular vacancy for Targeted Direct Assignment. This information will supplement the information already contained in your EF.

The maximum length of the SEF is two (2) pages and no attachments to the SEF will be accepted.

Targeted Direct Assignment

Q13. What is a Targeted Direct Assignment (TDA), and how does it differ from the previous direct assignment process?

A13. Please refer to Article 27B.8. and the [Targeted Direct Assignment Fact Sheet](#) for details on the Targeted Direct Assignment process.

The Targeted Direct Assignment process permits you the opportunity to identify, and be considered for a direct assignment match, to any vacant position or VER position for which you believe you have the entry-level qualifications. You can also identify, and be considered for, any temporary vacancy for which you believe you have the entry-level qualifications, but only in the last two (2) months of your six (6) month notice period.

The Employer will provide you, and all AMAPCEO surplus employees, direct access to an AMAPCEO-specific OPS only intranet site, where all AMAPCEO vacant and VER positions will be posted. For those surplus employees no longer in the workplace, or for those on recall, the Employer will provide access to a similar jobs postings website accessible outside of the workplace, where all the same vacancies and VER positions will be posted.

The vacant positions placed on the intranet/websites will be:

1. All permanent and temporary AMAPCEO unit vacancies and VER positions that have yet to clear surplus;
2. All AMAPCEO unit positions that are on the Voluntary Exit Registry (VER); and
3. All AMAPCEO unit permanent and temporary positions that have cleared surplus, but have not yet been filled through the competitive process (i.e. up to the point a job offer has been made to a candidate).

Q14. How does the Targeted Direct Assignment matching process work?

A14. To be directly assigned to a vacant or VER position through the Targeted Direct Assignment process, you must identify to the Employer a position(s) that you believe you meet the entry level requirements for and that is either at the same or lower classification

level of your home position. Once you have identified a position(s) for Targeted Direct Assignment, you will be required to email the position(s) to your identified Human Resource contact.

You will also get the opportunity to either complete a Supplemental Employee Form (SEF), for each and every position that you have identified for possible Targeted Direct Assignment.

The Targeted Direct Assignment process allows you the opportunity to identify more than one position for Targeted Direct Assignment. If you identify more than one vacancy for Targeted Direct Assignment prior to a particular “match date,” you will need to rank your vacancy preferences in numerical order.

Note: If you identify a vacancy for Targeted Direct Assignment that is outside of the 40 km radius of your current work location, and you are matched to that position, you will not be eligible for any relocation expenses paid by the Employer – see Article 27.8.2.

Article 27.8 sets out two Targeted Direct Assignment “match dates” per month; the first and third Friday of each month. On the match date, the Employer, through a centralized corporate-wide process, shall undertake a Targeted Direct Assignment matching process, using your most recent Employee Form and/or the Supplementary Employee Form and all the vacant and VER positions you identified prior to the match date. This matching process will be completed as soon as practicable.

To be matched to an identified Targeted Direct Assignment:

1. You must meet the entry level qualifications for the position;
2. The position must be at the level of your home position or any lower levels;
3. There must be no other AMAPCEO unit employee with a greater length of continuous service and is eligible for Targeted Direct Assignment to the position.

The Employer shall assign you to the first position that you are eligible for, in accordance with the ranked numerical preferences for vacant and VER positions that you identified as possible Targeted Direct Assignments. Where matches are available for more than one employee, the Employer shall assign the employee with the most seniority.

The Employer will let you know within 10 working days of completing the Targeted Direct Assignment matching process whether or not you will be assigned to one of the vacant positions you’ve identified/ranked. If you have been matched, you will then have 2 working days from receiving notification to indicate to the Designated Human Resource contact whether you would like to accept the Targeted Direct Assignment or not.

If no Targeted Direct Assignment match is found within the 6 month notice period, and there is no bump identified for you at the end of the fifth month of the notice period, you will be laid off and immediately start your 24 month recall period.

For more information on the Targeted Direct Assignment process, please see Article 27.8 of the Collective Agreement.

Q15. Can I receive a Targeted Direct Assignment or bump into an OPSEU or Management Excluded position?

A15. No. You can only identify positions for Targeted Direct Assignments that are in the AMAPCEO bargaining unit and the Employer will only identify a bump that is an AMAPCEO bargaining unit position.

Q16. What if I don't want to take the Targeted Direct Assignment that has been identified?

A16. Please refer to Article 27.8.8. The Employer is only obliged to match you to the first vacant or VER position for which you have the entry-level qualifications and that you have identified in accordance with your ranked preferences.

If you refuse a Targeted Direct Assignment you will either be laid-off at the end of the six (6) month notice period or you will have the option of accepting the Pay-In-Lieu Option for the remainder of your notice period. All other redeployment entitlements would be forfeited, save the ability to apply for restricted OPS positions within the next 24 month period.

Q17. Will a Targeted Direct Assignment be offered at my current classification level?

A17. You will be responsible for identifying Targeted Direct Assignments. You can choose positions which are at or below your classification level.

If you are not willing to accept one of your identified positions, for whatever reason, you should not submit it to the Employer.

You may alter your numerical preferences including withdrawing an identified vacancy or VER position prior to a Targeted Direct Assignment match date.

Q18. What happens if I do not identify a Targeted Direct Assignment?

A18. Identifying possible Targeted Direct Assignments is totally up to you. If you choose not to identify any vacant or VER positions that could be a Targeted Direct Assignment, then the Employer will not take any action in attempting to match you to positions during your notice period. However, if you've indicated on your completed Employee Form that you would like to be considered for a bumping opportunity, then the Employer will still search for a bump for you.

If there is a bump opportunity for you, the Employer will notify you of such a bump by the end of the fifth month of your notice period.

Q19. If I receive a Targeted Direct Assignment that is a lower classification level position, will I retain my current salary?

A19. Please refer to Article 27.8.6. You will retain your existing salary for the remainder of the notice period. Thereafter, if you accept a Targeted Direct Assignment that is in a lower level, you shall retain your existing salary if the maximum salary for the level is the same or higher than your existing salary. However, if the maximum salary for the lower level is below your existing salary, then your salary shall be reduced to the maximum of the lower level at the end of the notice period.

Q20. Am I eligible for a Targeted Direct Assignment into a temporary position?

A20. Please refer to Article 27.10. If you have elected to remain available for Targeted Direct Assignment, you will be eligible for Targeted Direct Assignment into temporary assignments only in the last 2 months of your notice period. As is the case with identifying permanent vacant or VER positions for Targeted Direct Assignment, during the final 2 months of your notice period you will have the option of identifying temporary vacancies for Targeted Direct Assignment that are at your level or lower and that for which you believe you have the entry level qualifications for. You should email these positions and indicate your preference numerically for consideration on the next match date.

The offer of a temporary assignment to a surplus employee must be in writing and must specify the length of the assignment. You will have 5 working days in which to accept or reject the offer. If you accept the temporary Targeted Direct Assignment, the length of the temporary assignment will be deemed a hiatus in your notice period and all other redeployment activities will cease. During this time, however, you can continue to identify and be considered for Targeted Direct Assignments opportunities that you identify. At the end of the temporary Targeted Direct Assignment, the balance of your notice period and all redeployment activities will resume.

Q21. What happens if the Employer identifies a targeted temporary direct assignment and I turn it down?

A21. Please refer to Article 27.10.9. If you refuse a targeted temporary direct assignment, you will continue to be eligible for Targeted Direct Assignment into permanent vacancies for the duration of your notice period; however, you will not be eligible for any further temporary assignments.

Bumping

Q22. How does bumping work?

A22. Please refer to Article 27.9. The Employer will only identify a possible bump if you have not been matched to a Targeted Direct Assignment by the end of the fifth month of

your notice period. In searching for a bump opportunity, the Employer will look for a permanent AMAPCEO unit position occupied by the least senior employee.

You must, however, be qualified to perform this position by demonstrating on your Employee Form that:

1. You are currently performing the work of the position; or
2. You have performed the work of the position within the previous 3 years; or
3. You would be able to perform the work within 5 weeks.

You can refuse an identified bump without affecting your other Targeted Direct Assignment rights. See Article 27.9.3.5 for more information.

Q23. If I bump someone in a lower level, will I retain my current salary?

A23. Please refer to Article 27.9.4. You will retain your existing salary if the maximum salary for the level into which you are bumping is the same or higher than your existing salary. However, if the maximum salary for the lower level is below your existing salary, then your salary shall be reduced to the maximum of the lower level.

Q24. I have just received a Bump Notice Alert. What does this mean?

A24. See Articles 27.9.3.7 through to Art. 27.9.3.9. You may receive a Bump Notice Alert either because you will be bumped by a more senior employee who had been declared surplus or someone else in your multi-incumbent position will be bumped. Where an employee in a multi-incumbent position will be bumped, the employees in the multi-incumbent position will be provided with a written Bump Notice Alert.

The Bump Notice Alert is given no less than 10 working days prior to the issuance of the Notice of Layoff to an employee identified to be bumped.

The Bump Notice Alert will invite all employees working in the multi-incumbent position to volunteer to exit the OPS with an exit option, thereby preventing the identified bumped employee from receiving a Notice of Layoff. Those wishing to volunteer, must do so within 5 working days of the issuance of the Bump Notice Alert, and indicate which exit option they would prefer to take. The volunteer to exit the OPS will be approved on the basis of seniority.

Q25. The Bump Notice Alert identifies me as the bump. What are my next steps?

A25. If the Bump Notice Alert identifies you as the bump, you will have all of the rights and entitlements of a surplus employee and would follow the same steps with respect to redeployment (please see the rest of this FAQ regarding next steps).

Please note, however, that Article 27.9.3.4 limits the number of subsequent bumping resulting from one (1) Notice of Layoff to two (2) bumps. The first employee who is

bumped by an employee exercising their right to bump will have bumping rights. The employee bumped by the first bumped employee will also have all their rights, including bumping rights. The employee who has been bumped by the second bumped employee will have all rights under Article 27, but not bumping rights.

Layoff and Recall

Q26. What is the recall period and what are my rights during this period?

A26. Please refer to Article 27.11. If a Targeted Direct Assignment or a bump is not identified for you during the six (6) month notice period, or if a bump was identified but was refused, you will be laid off. You will then have recall rights for a period of 24 months from the date of layoff. This means that you will continue to have the same rights in identifying possible Targeted Direct Assignment for 24 months from the date of layoff. See above for more details on how Targeted Direct Assignment works.

If you are assigned to a permanent position through the Targeted Direct Assignment process while on recall, your continuous service date, for all purposes except severance, shall be deemed to include both service before the effective date on which you went on recall and the accumulation of service after the date of the Targeted Direct Assignment. The new continuous service date for severance purposes shall be the date on which you recommence work.

Retirement and Pension Bridging

Q27. I think I may be eligible to retire. What are my retirement options and how does pension bridging work?

A27. You would be eligible for six (6) months Pay-In-Lieu of notice, regular severance and enhanced severance, and there is no requirement to work during your notice period. You may retire with an unreduced pension if you have achieved:

1. Factor 60/20 (you are at least 60 years old and have a minimum of 20 years of pension credit); or
2. Factor 90 (your age plus your pension credit equals a minimum of 90); or
3. Age 65.

Please refer to Article 27.21 for the pension bridging option. You are entitled to take a pension bridging option as a leave of absence without pay (with continued accrual of pension credits) if the sum of the following would bring you to the next earliest date on which you could exercise an unreduced pension option:

1. 6 months notice period; and
2. Legislated severance (which can be converted into a number of weeks of paid leave of absence – i.e. 1 week per year of service); and

3. A maximum of two years leave of absence without pay.

Volunteering to Exit

Q28. What is the Voluntary Exit option (VEO)?

A28. See Article 27.5.3 (b), 27.5.4, and 27.5.5 and the [VEO Fact Sheet](#). The VEO entitles a regular (classified) employee to volunteer to receive a surplus notice when job reductions are being made in the employee's work unit and in jobs with the same job function. This program minimizes the number of involuntary layoffs and is an incentive for others to volunteer to exit.

The Employer issues a Surplus Notice Alert a minimum of 6 working days prior to the issuance of the Notice of Layoff. The Surplus Notice Alert invites all employees in the work unit working in the affected job functions to volunteer to leave the OPS. Therefore, another more senior employee can indicate that they would prefer to receive the surplus notice. In this case, the VEO saves the least senior employee(s) in the work unit from receiving a surplus notice, and provides the volunteer(s) with the Pay-In-Lieu Option of the surplus package.

If you have been invited to exit the OPS through a Bump Notice Alert, please refer to Q.24.

Q29. What is the Voluntary Exit Registry (VER)?

A29. Please see Article 27.4 and the [VER Fact Sheet](#).

The VER is different from the VEO. While the VEO is restricted to those performing the same job function in the same work unit as an employee identified for surplus, the VER is available to everyone. Please see article 27.4.

Under the VER program, every AMAPCEO employee can register their position on the Voluntary Exit Registry. Within 10 working days of registration, the registrant's job is treated as a permanent vacancy for the purpose of Targeted Direct Assignments for employees on the surplus list. If a surplus employee is matched to a VER registrant's job through the Targeted Direct Assignment process, then the registrant becomes entitled to exit the OPS with either a Pay-In-Lieu Option including both legislated and enhanced severance; or immediate retirement; or pension bridging if eligible.

A registrant can withdraw their registration any time on written notice to the HR branch, up until the point a match has been made. If a match has been made, then the registrant's last day of work shall be 5 working days after confirmation of the direct assignment of the surplus employee into the registrant's position (unless another date is mutually agreed upon by the registrant and their manager).

Q30. What is the Transition Exit Initiative (TEI)? How does it differ from the VER?

A30. Under the VER, a surplus employee can be directly assigned to another employee's position who has volunteered their position under the VER. Under the TEI there is no matching. Instead, an employee can potentially exit the OPS any time the Employer has plans to reduce positions in the AMAPCEO bargaining unit and the other conditions as set out in the TEI Memorandum of Agreement are present. The Employer will consider requests based on operational requirements and whether the employee's exit from employment supports the transformation of the Ontario Public Service.

If the request is approved, the employee's last day of work shall be 5 working days after notice of Employer approval to exit is received, unless a different date is agreed to between the employee and their home position manager.

The TEI also differs from the VER in terms of the exit package to which the TEI registrant is entitled. An employee who exits under TEI is only eligible for a Pay-In-Lieu Option (either a lump sum or salary continuance) of 6 months pay plus one week's pay per year of continuous service.

Please note the salary continuance option, mentioned above, is not available to employees at or above the age of 65.

Miscellaneous Questions

Q31. Where can I go for assistance?

A31. Ask your Employee Mobility Coordinator or Human Resource Advisor if you have any questions regarding specific positions, or your rights and entitlements under the Collective Agreement. You may also seek assistance from an AMAPCEO Workplace Representative, the AMAPCEO Workplace Advisor or the Dispute Resolution Officer assigned to your ministry. Please consult the lists contained on the AMAPCEO website at amapceo.on.ca.

Q32. I have a disability, does this make a difference?

A32. It may. According to Article 27.6.1, a Notice of Layoff shall not be issued to an employee with a disability as defined under the Ontario Human Rights Code, without the consent in writing of the employee's Deputy Minister. Once the Deputy Minister has provided their consent for the Notice of Layoff you will be treated like any other surplus employee. You must self identify to your HR Branch if you have a disability.

With respect to bumping, no employee with a disability as defined in the Ontario Human Rights Code shall be bumped by a more senior employee.

Q33. I am an Aboriginal employee. Someone told me I cannot be laid off.

A33. Aboriginal employees cannot be issued a Notice of Layoff without written consent from the employee's Deputy Minister pursuant to Article 27.6.1. Once the Deputy Minister has provided their consent for the Notice of Layoff you will be treated like any other surplus employee. You must self identify to your HR Branch.

With respect to bumping, no Aboriginal employee shall be bumped by a more senior employee.

Q34. Does the Employer have the right to surplus whoever they wish?

A34. Please refer to Article 3. The Employer has the right and authority to manage and direct the workforce, which includes - but is not limited to - the right to hire, layoff, and determine organization and staffing levels.

Q35. I want to take a course to update my skills, and I also need help with resume writing. Does the Employer have to provide assistance?

A35. Please refer to Article 27.14. You are eligible for various labour adjustment and training services ranging from psychological, financial and retirement counseling to career planning, resume writing, interview skills and job search techniques. You are also eligible for further training/courses/skill development that will enhance your employability and/or address skills deficiencies identified in your Employee Form.