

This letter of understanding replaces and supersedes the previous letter of understanding of the same subject matter signed by the parties on April 15, 2020.

LETTER OF UNDERSTANDING

Between

The Governors of the University of Alberta
(the "University")

And

The University of Alberta Non-Academic Staff Association
(the "Union")

COVID-19: Temporary Layoff Provisions

The Union and University acknowledge that the COVID-19 pandemic ("Pandemic") has brought to bear unanticipated and unprecedented circumstances on the University and its staff and that the University has a need to efficiently transition to meet the changing circumstances. As such, the Union and University have agreed to this Letter of Understanding ("LOU") to outline the process for temporary layoffs in response to the Pandemic.

The parties agree that this LOU is entered into on a without prejudice and precedent basis, and is intended to address a unique situation. This LOU shall only apply to those employees employed in general support services, as defined in Article 2 of Part A – Operating Agreement of the Collective Agreement, and those employees who provide general support assistance to a Trustholder, as defined in Article 2 of Part B – Trust Agreement of the Collective Agreement excluding casual and supplemental trades employees.

The Union and the University have agreed to the following.

1. The University will utilize temporary layoffs of support staff where as a result of the Pandemic:
 - a. there is a temporary shortage of work; or
 - b. employees are not required to perform critical/essential services on campus and where they are not able to complete their regular duties or modified/alternative duties remotely; or
 - c. where the funding source used to pay salaries is no longer available as a result of the Pandemic.
2. For the period of time that this LOU is in effect, Part A – Operating Agreement clauses 20.02-20.08 Position Disruption and Part B – Trust Agreement clauses 15.02-15.09 Position Disruption shall not apply to the temporary layoffs of applicable support staff as a result of the Pandemic.
3. The notice period for temporary layoffs will be 14 calendar days.
4. The parties agree that no temporary layoff will extend beyond 120 calendar days once notice has been served, unless mutually agreed to by the University and the Union. Temporary Layoff notice can be served to an employee up to June 19, 2020.

Should federal income support programs [including but not limited to Employment Insurance and/or Canadian Emergency Response Benefit (CERB)] no longer be available to temporary laid off employees, no temporary layoff will extend beyond 120 days or the end of federal income support programs unless a longer period is mutually agreed to.

Should the parties agree to an extension of a temporary layoff the terms of the LOU shall continue to govern the layoff.

5. Notice of temporary layoff will be provided in writing to the employee, with a copy to the Union, and will include:
 - a. the effective date of the temporary layoff,
 - b. a recall date, and
 - c. a copy of this LOU.
6. Temporary layoff and recall decisions will be based on objective, operational needs determined by the University. Where the University determines that one or more individuals within a seniority unit are equally qualified to meet operational needs, seniority will be used.
7. Employees currently on an approved leave as per Part A Articles 16.04 and 18, and Part B Articles 9.04 and 11 will not be subject to temporary layoffs until such time as they have returned to work in accordance with the applicable article.
8. Employees subject to temporary layoff will not receive payment of salary during the period of layoff.
9. Employees issued a notice of temporary layoff may choose to apply some or all of their earned vacation balance, compensatory time off (CTO), and/or unused Voluntary Personal Leave Plan ("PLP") days at the beginning of the temporary layoff period as a form of salary continuance during the layoff period. The application of vacation, CTO and/or PLP will not delay or extend the notice or temporary layoff period(s) but will reduce the period of time categorized as temporary layoff. An employee's decision to apply vacation, CTO or PLP must be made during the 14 day notice period and conveyed to Human Resource Services before the temporary layoff takes effect.
10. Employees subject to temporary layoff will retain the benefits (as per Part A Article 21 and Part B Article 12) they were enrolled in at the time of notification for the duration of the temporary layoff and the University will continue to pay the same premiums it paid prior to the temporary layoff, except as indicated in #11 and #12 below. The employee may reduce but not enhance their benefit elections during the period of layoff. Access to the Employee and Family Assistance Program will continue during the period of layoff.
11. Employees subject to temporary layoff will not have access to illness leave provisions except where an employee is admitted to hospital as an in-patient for any reason during the temporary layoff. In which case the employee can elect to have the days hospitalized and in active treatment charged against illness leave. Application of illness leave provisions will be subject to Part A Article 16 and Part B Article 9.
12. Employees subject to temporary layoff will not have access to Long Term Disability (LTD) benefits during the period of layoff.
13. Upon return from temporary layoff, General Illness (GI) and Long Term Disability (LTD) provisions will apply as per the terms of the Collective Agreement. The Support Staff Benefits Committee (SSBC) will review cases, in accordance with the SSBC's terms of reference, where it is believed that an employee's GI and/or LTD claim(s) are adversely affected by a temporary layoff.
14. Employees subject to temporary layoff will continue to accrue service/seniority during the period of layoff and service/seniority will be reflected as continuous once returned to work.
15. Employees subject to temporary layoff will continue to earn vacation during the period of layoff.
16. Employees subject to temporary layoff who are participating in the PLP and have unused days remaining from the July 1, 2019 to June 30, 2020 period will be permitted to carry forward those days into the next year. Deductions and accruals for future PLP will cease during the temporary layoff and restart when the employee is recalled.
17. Employees subject to temporary layoff will not be entitled to severance during the period of layoff, or upon its expiry, or upon recall, except in circumstances where requested by the employee and

there is mutual agreement between the Union and the University.

18. Subject to the Public Service Pension Plan guidelines, employees subject to temporary layoff will be provided an opportunity to purchase pensionable service equivalent to the duration of time spent on temporary layoff.
19. This LOU will not apply to employees with a defined end date during its term.
20. Employees subject to temporary layoff will be recalled into their previous position, either for on-campus service delivery or remote service delivery depending on the Pandemic restrictions in place.
21. Employees may be recalled prior to the anticipated recall date identified in their notice letter. In the event of early recall from temporary layoff, employees will be given a minimum of seven calendar days of notice for recall to their former position, either for on-campus service delivery or remote service delivery depending on the Pandemic restrictions in place.
22. Upon return from temporary layoff an employee will not be subject to future position disruption action (as per Part A Article 20 and Part B Article 15) for a period of 90 calendar days.
23. All University policies and the Collective Agreement provisions between the parties apply unless modified by this LOU.
24. Should the University negotiate other LOU's similar to this LOU, meant to deal with temporary layoffs, with any other university association/employee group whereby the University provides for a top up benefit of any kind, Union members under this LOU will also receive a top up equivalent to the most beneficial of those benefits.
25. Due to the uncertainty of COVID-19 restrictions in place by all levels of government, the parties agree to review the status of the LOU no later than August 14, 2020 to determine if any extensions to this LOU are necessary. Any extensions will also need to be mutually agreed upon by the Union and the University, otherwise the LOU will expire on August 31, 2020.

This letter will cease to apply to employees in any of the following circumstances:

- a) The employee resumes their employment with the University; or
- b) The employee is terminated for just cause.

26. The terms of this LOU will take effect on April 17, 2020

Signed this 29th day of April, 2020 in Edmonton, Alberta

For the University



Wayne Patterson
Vice-Provost &
Associate Vice-President (Human Resources)
University of Alberta

For the Union



Elizabeth Johannson
President
Non-Academic Staff Association



John Carpenter
Director of Operations
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