

## MEMORANDUM OF AGREEMENT

THE UNIVERSITY OF TORONTO (the "University")

and

THE UNITED STEELWORKERS, LOCAL 1998 (the "Union")

### Re: Extension of Temporary Layoff

**WHEREAS** due to the impact of COVID-19, the University has temporarily laid off some employees in the Union's bargaining unit, and may need to temporarily lay off additional employees, and such temporary layoffs may need to be extended beyond the existing maximum temporary layoff duration set out in the collective agreement between the parties, and in the *Employment Standards Act, 2000* ("ESA");

**AND WHEREAS** due to the impact of the COVID-19 pandemic and the resulting uncertainty regarding the timing of the University being in a position to resume normal operations, the University and the Union wish to enter into this Agreement in accordance with subsection 56(2)(c) of the ESA to extend the maximum duration of a temporary layoff beyond the thirteen (13) weeks set out in Article 12:07(a) of the collective agreement, and the thirty-five (35) weeks set out in the ESA (collectively "the Existing Maximum Temporary Layoff Duration");

**AND WHEREAS** the University and the Union intend and agree that by this Agreement employees are being provided with a greater right or benefit than is set out in Part XV of the ESA in respect of termination pay and/or severance pay including, without limitation, their right to make an election pursuant to s. 67 of the ESA;

**NOW THEREFORE**, the University and the Union agree as follows:

- 1) Employees who have been temporarily laid off as of the date of this Agreement or who are issued notice of temporary layoff following the date of this Agreement up to and including the date that is 13 weeks prior to September 6, 2021 shall remain on temporary layoff for any and all purposes under any collective agreement and the ESA up to and including September 6, 2021, or until they are recalled to work, whichever date is earlier. For clarity, it is understood and agreed that the University may place an employee on a temporary layoff for a period longer than the Existing Maximum Temporary Layoff Duration and the right to make an election under section 67 of the ESA is suspended during the period of the temporary layoff. It is further understood and agreed that no additional notice, including without limitation the notice set out in Article 12:07(a) of the collective agreement will be required for any extension of a temporary layoff in accordance with this Agreement, and that Article 12:10 of the collective agreement will not apply to employees who have been temporarily laid off or will be temporarily laid off in accordance with this Agreement for a period longer than the Existing Maximum Temporary Layoff Duration.
  - 2) Notwithstanding any provisions of the collective agreement and/or ESA, the University and the Union hereby agree that the entire duration of temporary layoff, including the additional weeks of layoff beyond the Existing Maximum Temporary Layoff Duration, shall be included in the calculation of termination pay and severance pay of all employees (who are entitled to severance pay) temporarily laid off and subject to this Agreement in the event the employees are not recalled to employment by the University by September 6, 2021.
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- 3) At the conclusion of the temporary layoff, the employee shall be returned to the position they held immediately prior to the commencement of their temporary layoff provided it still exists.
- 4) For the duration of the temporary layoff, each eligible employee shall continue to have benefits coverage, to the extent they were enrolled immediately preceding the first day of the temporary layoff, under the following benefit plans: Extended Health Care, Dental Care, Vision Care, Group Life and Survivor Income, and Long Term Disability, subject to the terms of the applicable benefits plans/policies. This continued coverage will be provided by the University at no premium cost to the employee. Additionally, employees will also continue to have access to the Employee and Family Assistance Program (EFAP), Tuition Waiver for Dependents and Educational Assistance for the duration of the temporary layoff.
- 5) Provided an employee on temporary layoff is eligible for, and in receipt of regular employment insurance ("EI") benefits under the *Employment Insurance Act*, or is serving the one-week waiting period to receive regular EI benefits, the University will temporarily supplement the employee's weekly EI benefit payment with a weekly "top-up" payment equal to the lesser of: (i) the difference between the employee's weekly EI payment and 80% of their normal earnings (excluding overtime); and (ii) \$250. Such weekly top-up payments shall be made pursuant to the terms of a supplementary unemployment benefits plan ("SUB Plan") registered with Service Canada and will be subject to Service Canada's approval of the SUB plan. Top-up payments under the SUB Plan will be payable on the University's usual pay date, and shall be subject to all required deductions at source. Should an employee's EI weekly benefits end during the period of temporary layoff, the University will continue paying the weekly top-up payment that the employee was receiving while the employee was in receipt of EI benefits, less all required deductions. Top-up payments to an employee will end on the earlier of September 6, 2021, and the date when the employee's temporary layoff ends for any reason. The University will, in its sole discretion, develop and make known to eligible employees a process for employees to apply for the top-up payments referenced in this paragraph.
- 6) Should an employee secure alternative employment or become self-employed while on a temporary layoff in accordance with this Agreement, they are required to notify the University promptly and the payments set out in paragraph 5 and the benefits set out in paragraph 4 above will cease immediately effective the first day of alternative employment/self-employment.
- 7) Nothing in this Agreement shall be deemed to preclude the University from indefinitely laying off and/or terminating the employment of any employees in the bargaining unit at any time in accordance with the applicable provisions of the collective agreement.
- 8) This Agreement shall not apply to new sessional layoffs during Spring/Summer 2021. For clarity, an employee on a "new" sessional layoff shall mean an employee being laid off on a sessional basis who was not already on temporary layoff immediately prior to that sessional layoff and was not covered by this Agreement immediately prior to that sessional layoff.
- 9) The Union agrees that it will not file a Union Policy Grievance or refer to arbitration any individual employee or group grievance challenging the validity of this Agreement or seeking to require the University to pay out termination pay and/or severance pay to employees after layoff beyond the Existing Maximum Temporary Layoff Duration and it is the intention of the parties that such issues do not amount to a difference between the parties arising from the interpretation, application, administration or alleged violation of the collective agreement and that an arbitrator would have no jurisdiction under the collective agreement to hear or decide such issues.

- 10) Notwithstanding the intention and agreement of the University and the Union to provide a greater right or benefit than set out in the ESA in respect of termination pay and/or severance pay, if an employee is successful in asserting that they have the right to elect to waive all of their collective agreement rights and be paid termination pay and/or severance pay, the University and the Union agree that the employee will be entitled to their termination pay and/or severance pay (if eligible) under the ESA only, and not the additional notice or enhanced or regular severance pay set out in the collective agreement and the parties intend and agree an arbitrator shall have no jurisdiction to award termination pay and/or severance pay in an amount greater than that provided under the ESA.
- 11) The University and the Union hereby agree that the University is not required to pay into trust the termination pay and/or severance pay for those employees who are subject to the Agreement and continue on temporary layoff beyond the Existing Maximum Temporary Layoff Duration.
- 12) The University and the Union hereby agree that Arbitrator Eli Gedalof is seized as mediator/arbitrator in respect of any issues regarding the interpretation, application, administration or alleged violation of this Agreement, including but not limited to any issues in any way related to paragraphs 9 and 10 above.
- 13) The parties agree that this Agreement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.
- 14) By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms of Agreement set out herein.
- 15) This Memorandum of Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one and the same agreement. This agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format, or by an email in which the text confirms that the party accepts and intends to be bound by the terms of the Memorandum and the Memorandum is attached to the email.

Date: November 25, 2020

For the University:

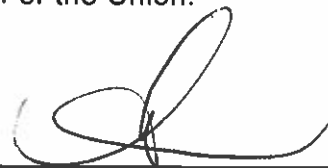


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For the Union:



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