

TERM LAYOFF INFORMATION AND RESOURCES

USW Local 1998 Staff-Appointed Unit

Term Layoff Information and Resources.....	1
What is Term Layoff?	1
Notice Period	2
Layoff Notice.....	2
Securing a New Position	5
Your Options at the End of Layoff Notice	6
Filing Grievances	9
Special Circumstances.....	10
Additional Supports and Resources.....	12
Still Have Questions?	13
Appendix I – Severance Schedule	14

WHAT IS TERM LAYOFF?

Please note, any time an “article” or “schedule” is referenced in this document, it’s in relation to the USW 1998 Staff-Appointed [Collective Agreement](#) which is available on the [USW 1998 website](#).

Term Layoff is when a Staff-Appointed member who is considered a “continuing employee” is in a term position and has reached the end of their term position.

A “**continuing employee**” is a Staff-Appointed member who has worked in the Staff-Appointed unit for at least 24 consecutive months, regardless of whether it’s been in a continuing position, a term position, or a mix of either (Article 2:03c). Continuing employees are entitled to layoff rights when their term positions end. Members in term positions who are not continuing employees are not entitled to layoff rights.

A **term position** is a Staff-Appointed position that is not continuing and therefore has an expected end date that was made clear at the time of hire.

NOTICE PERIOD

Staff-Appointed continuing employees receive a total of **12 weeks of paid notice** when their term position ends.

Layoff Notice (12 Weeks' Paid Notice)

- Notice of Layoff letter issued by University in a meeting
- Meeting with the University
- Meeting with your Union Representative
- Redeployment Pool status (ongoing)
- Job search and career planning supports (ongoing)
- Seven paid days off for job search purposes

LAYOFF NOTICE

12 weeks prior to the end of their term position, Staff-Appointed continuing employees will be issued 12 weeks of paid **Layoff Notice**.

Receiving **Notice of Layoff** can be extremely stressful. Your union is here to help you understand your rights and options. We can provide you with information and support to assist you during this difficult time, including information about our USW member support resource, [Lifeline](#).

Each person's situation will be different, and members need to decide on the options best for them in their personal circumstances. It is important to read your letter of notice carefully and consult with your [Union Representative](#) to fully understand your rights and options.

When you are given **Notice of Layoff**, you get certain rights and entitlements, including:

- A **Notice of Layoff** letter indicating you have 12 weeks' **Notice of Layoff**
- A meeting with the **University**
- A meeting with your **Union Representative**
- **Redeployment Pool status**
- Job search and career planning supports
- A **Letter of Employment**

ESA Layoff Notice

The Ontario [Employment Standards Act \(ESA\)](#) only requires employers to provide employees [approximately one week of layoff notice per year employed](#), up to a **maximum of eight weeks' notice**—no matter how many years they've worked.

Our union bargained hard for members who are laid off to receive **12 weeks of notice**.

Notice of Layoff Letter

The **University** will provide you with a **Notice of Layoff letter**. This letter should include:

- Date of your layoff
- Your years of service
 - **Note:** If you worked in the same position as part of the Casual bargaining unit, at a minimum of 40% FTE, immediately prior to starting in the Staff-Appointed unit, that service should be counted as part of your years of service.
- Confirmation that you continue to have **Redeployment Pool status**
- Information on your [options after your Layoff Date](#)

Meeting with the University

A **University Representative** will meet with you to provide your **Notice of Layoff**. You'll have the opportunity to ask them questions you may have concerning your layoff.

Meeting with Your Union Representative

After being issued **Notice of Layoff** and meeting with the University, you must be provided with an opportunity to meet privately with a **Union Representative** (Article 12:09).

This meeting is an opportunity for you to have a confidential conversation with your **Union Representative** to ask any questions you may have about your layoff. We'll do our best to answer your questions and provide you information on your rights and entitlements throughout this process, and any other support we're able to offer.

If you have concerns about the validity of the layoff, or about whether any of your rights may have been violated in the process, this meeting is also an opportunity to share those concerns. Your **Union Representative** can speak with you about your concerns and how we might support you in a potential [grievance process](#).

Redeployment Pool Status

Once you are issued **Notice of Layoff**, you immediately have **Redeployment Pool status**. This means you have **redeployment preference** for jobs in the USW University of Toronto Staff-Appointed unit that are **at your pay band or lower**.

Instead of having to be to "most qualified" applicant, **redeployment preference** means you only need to demonstrate that you meet the **minimum/essential qualifications** for the position to be hired, including a two-month training and familiarization period. In situations where there is more than one qualified redeployment candidate for a position, the employee with the most seniority will have preference.

- **Redeployment preference** only applies to positions **at your payband or lower**. When you apply to positions at higher pay bands, you must be the “most qualified” candidate to be hired.
- When applying, **indicate in your application** that you have **Redeployment Pool status**.
- A **Human Resource Representative** must be present at any job interview for which you have **redeployment preference** (Article 12:10b).
- You may request feedback from the **Human Resources Representative** after your interview (Article 12:10b).

Job Search and Career Planning Supports

Staff-Appointed continuing members affected by layoff are entitled to utilise the University's **career transition services**.

Your Union has bargained funds to support members affected by organizational change and layoff. Part of what was negotiated with these funds was the creation of a new position: the **Career Pathways Coordinator**. The **Career Pathways Coordinator** is dedicated solely to assisting members affected by organizational change and layoff in securing new employment. We strongly encourage all members affected by organizational change and layoff to contact the [Career Pathways Coordinator](#) for support.

For Staff-Appointed positions for which you have **Redeployment Pool status**, a **Human Resources (HR) representative** will be present at all interviews, and you have the right to **request feedback** from that HR representative following the interview (Article 12:10b).

For applications to Staff-Appointed positions **above your payband**, you continue to have standard hiring rights that include:

- If you **meet the minimum requirements for the position**, you will receive an interview (Article 12:04a).
- If you are **unsuccessful in obtaining an interview**:
 - You will be informed in writing why you were not selected for an interview (Article 12:04a).
 - You can request to Human Resources to discuss how you might prepare for future job postings (Article 12:04b(iv)).
- If you were **interviewed, but not successful in obtaining the position**:
 - You can ask Human Resources for and will be given advice on how to improve your qualifications, and assistance in developing a career development plan and/or job search skills (Article 12:04b(v)).
 - Prior to the successful candidate being publicly announced or starting in the position, and no more than five working days after the successful applicant has accepted the position, the University will inform you of the name of the successful applicant (Article 12:04a).

We encourage you to seek feedback from Human Resources after any unsuccessful application process and take notes to help you improve your job search and support any potential [grievance](#).

Letter of Employment

You can make a request to Human Resources for a **Letter of Employment** which will include your start date of employment with the University, your job title, and a summary of the duties of your most recently held position. They should provide this letter to you within two weeks of your request (Article 12:08).

SECURING A NEW POSITION

Internal Positions

If you **secure and start** a new internal position **before** the end of your **Layoff Notice**, the transition is the same as if you just applied to and secured a new job at the University at any other time. Your vacation, banked overtime, seniority, etc. all carry over as they normally would, your salary adjusts as normal depending on the payband of the new position, and you begin work and continue as if you'd secured the position without being laid off.

If you secure a new position that doesn't start until **after** the end of your **Layoff Notice**, see the section further below on the [Redeployment Pool](#) for more information.

If you secure a new Staff-Appointed internal position, there is a **two-month window** during which you can opt to return to your eliminated position. Where you return depends on the timing:

- If you return **before** the end of your **Layoff Notice**, you return to your original eliminated position for whatever time is left before the date of your layoff.
- If you return **after** the end of your **Layoff Notice**, you will instead return to the **Redeployment Pool**.

It's important to note that, during this two-month period, the University can also return you to your eliminated position / the **Redeployment Pool** if they believe you are unable to perform the required duties of the position (Article 12:04c).

Please note that if you secure a new position in the Casual Unit that does not interfere with your regular working hours at the University, the above does not apply, as this would be the same as if you normally picked up an additional job outside of your regular work.

External Positions

If you secure a new position with an external employer that starts **before** the end of your **Layoff Notice**, it's treated the same as if you quit the University to get a job at an outside employer. That is, you sever your relationship with the University; you are paid out your remaining vacation, minus the clawback

amount in Article 22:09; you're paid out any remaining banked overtime; and you'll receive information from the [University Pension Plan \(UPP\)](#) on your pension options after leaving the University. You are **not** entitled to **severance pay**.

If you are applying to positions at employers outside the University, if you are able to negotiate a start date with the external employer that is **after** the end of your **Layoff Notice**, this will allow you the option to collect [enhanced severance](#) and be paid out your remaining vacation in full, without any clawback; be paid out any remaining banked overtime; and you will receive information from the [University Pension Plan \(UPP\)](#) on your pension options after leaving the University.

Please note that if you secure a new position with an external employer that does not interfere with your regular working hours at the University, the above does not apply as this would be the same as if you normally picked up an additional job outside of your regular work.

YOUR OPTIONS AT THE END OF LAYOFF NOTICE

If you reach the end of your 12-week **Layoff Notice** period, you must select one of two options: remain in the **Redeployment Pool** or opt for **enhanced severance** and leave the university.

Your **Notice of Layoff letter** has a section on the last page that you sign and return to the University to indicate which option you will elect. You can wait to make this decision until your last day of **Layoff Notice**.

Option A: Enter the Redeployment Pool (Article 12:10b)

If you elect to enter the **Redeployment Pool** after your last day of **Layoff Notice**, you will continue to have up to **24 months of Redeployment Pool preference** when applying to University of Toronto Staff-Appointed positions at your current payband or below (and will retain internal candidate status, per Article 12:04a, for positions above your current payband).

You are no longer an active, paid employee when you enter the **Redeployment Pool**, as you have passed the last day of your **Layoff Notice** and have been formally laid off from your position at the University.

- You may be eligible to receive [Employment Insurance \(EI\)](#) while in the **Redeployment Pool** and we encourage you to apply as soon as you stop working.

Benefits While in the Redeployment Pool

- You continue to have access to **career transition services** through the University for up to **six months** (Article 12:11).
- You may continue coverage for some or all of your **health care benefits** for up to **six months** if you **pre-pay** the **employee share** of the premiums.

- You can extend these benefits for an **additional nine months** if you **pre-pay** both the **employee and employer share** of the premiums.
- You may continue to accrue **pensionable service** for up to **six months** if you **pre-pay** the **employee share** of the pension contributions.
 - You can extend this for an **additional nine months** if you **pre-pay** both the **employee and employer share** of the pension contributions.
 - Note that in some situations, the value of the University's pension contributions for six months may be worth more to you than the difference between **Enhanced Severance** and the severance you receive after being in the **Redeployment Pool** for six months. You can contact the [University Pension Plan \(UPP\)](#) to request further information on your pension.
- You can continue to qualify for the **Tuition Fee Waiver for Dependents** and **Educational Assistance** provisions, including courses at the School of Continuing Studies.
 - Note that this does not apply to the 50% **Educational Assistance** tuition reimbursement for courses taken outside the University.

Securing Employment While in the Redeployment Pool

Internal Positions

- If you secure a **continuing position** in the University, you leave the **Redeployment Pool** and return to being an active employee as normal.
- If you secure a **term position** in the University of **one year or less** while in the **Redeployment Pool**, your remaining time in the pool will stop while in the position. **Four weeks** before the end of the term position, you will have **Redeployment Pool status** again to help in applying for other positions.
 - At the end of the term, if you choose to go back into the **Redeployment Pool**, you will resume the remainder of your pool time at the pay band of the job you were initially laid off from.
 - If you began the term position prior to the end of your six months' access to **career transition services**, you may use any remaining weeks.
- If you secure a **term position** in the University of **greater than one year**, you will receive a new **Notice of Layoff 12 weeks** before the end of the term.
 - Note that severance calculations and redeployment status will be based on the pay band of the **higher pay band position**, whether that's the position you were initially laid off from or the new term position.

If you secure a Staff-Appointed position—whether it's continuing or term—there is a **two-month window** during which you can opt to return to the **Redeployment Pool** for whatever time you have remaining. It's important to note that, during this two-month period, the University can also return you to the

Redeployment Pool if they believe you are unable to perform the required duties of the position (Article 12:04c).

While in the **Redeployment Pool**, you can work as a **Casual Unit member** without any impact on your **Redeployment Pool status**. You can apply to [UTEMP](#) for short-term staffing opportunities.

- Note that if you are receiving **Employment Insurance (EI)**, you [can work while receiving EI](#), but you must report your income and it may impact the amount of EI you receive.

Declining a Job Offer

If you are in the **Redeployment Pool** and you apply for a position for which you have **Redeployment Pool preference** and **decline the job offer**, you are deemed to have quit and are terminated (Article 12:12).

We advise that, if you have a job interview and then have second thoughts about taking the position, you should **withdraw your application before you receive an offer**.

Alternatively, if a member in the **Redeployment Pool** has already received a job offer, they can accept the offer and then exercise their option to leave the position and return to the **Redeployment Pool** within the **two-month window** (Article 12:04c).

External Positions

While in the **Redeployment Pool**, you can work outside the University without any impact on your **Redeployment Pool status**.

- Note that if you are receiving **Employment Insurance (EI)**, you [can work while receiving EI](#), but you must report your income and it may impact the amount of EI you receive.

That said, if you have secured new employment at an external employer that starts after your **Layoff Notice** ends, you may decide you would like to elect to leave the **Redeployment Pool** and collect **severance**.

Severance While in the Redeployment Pool

If you have not yet secured a (non-Casual) position at the University, you can leave the **Redeployment Pool** and take **severance** at any time. Depending on your seniority, the amount of **severance** you receive drops after **six months** in the **Redeployment Pool** and drops again after **12 months**. These amounts will be listed in your **Notice of Layoff** letter and are codified in the [Collective Agreement](#) under *Schedule I: Severance Pay* and replicated in this document as [Appendix I – Severance Schedule](#).

Your severance amount is the equivalent of your regular pay for a specific amount of time, calculated in weeks. Please note, if you elect severance, you are not permitted to work again at the University for the equivalent number of weeks after your date of layoff (i.e., if you receive ten weeks' severance pay, you must wait ten weeks before beginning a new job at the University).

Option B: Enhanced Severance and Termination (Article 12:10a)

If you elect to collect **enhanced severance**, you sever your ties with the University and collect an enhanced severance amount tied to your years of service. This will be clearly noted in your **Notice of Layoff letter** and is reflected in our [Collective Agreement](#) under *Schedule I: Severance*. The severance table is also replicated in this document as [Appendix I – Severance Schedule](#).

- If you worked in the same position as part of the Casual bargaining unit immediately prior to starting in the Staff-Appointed unit at a minimum of 40% FTE, that service should be counted as part of your severance calculations.

When you sever your relationship with the University, in addition to your **enhanced severance**, you will also be paid any remaining **banked vacation** and **overtime**. You can also expect that the [University Pension Plan \(UPP\)](#) to send you information on your options regarding your accrued pension after you have left the University.

If you elect to sever your relationship to the University, you are not permitted to work again at the University until your equivalent weeks of severance have passed (i.e., if you receive ten weeks' severance pay, you must wait ten weeks before beginning a new job at the University).

ESA Severance

The Ontario [Employment Standards Act \(ESA\)](#) only requires employers to provide [approximately one week of severance pay per year employed](#), up to a **maximum of 26 weeks' pay**—no matter how many years they've worked.

Our union bargained hard for **significantly higher severance amounts**—especially for long-service members (See: [Appendix I – Severance Schedule](#)).

Benefits After Severance

If you elect **enhanced severance**, you may continue coverage for some or all of your health care benefits for up to **three months** after your last day of employment if you **pre-pay both the employee and employer share of the premiums** (Article 12:10d). You may also access **career transition services** for up to **three months** after your last day of employment (Article 12:11).

FILING GRIEVANCES

If the University has **violated the layoff provisions of the [Collective Agreement](#)**, you have the right to **file a grievance**. These grievances are often challenging, given the extensive rights employers have to reorganize the workplace, but if you believe the University has violated the [Collective Agreement](#), you should speak with a [Union Representative](#) to assess your options.

If you apply for jobs (with or without preferred or **Redeployment Pool status**) and you are **not interviewed**, but you feel that you meet the minimum qualifications for the position, you can contact the recruiter for that position or ask the Union to contact them on your behalf to find out why you weren't interviewed. If the **explanation as to why you were not granted an interview is not satisfactory** or you **have reason to believe that the University has violated the interviewing provisions of the [Collective Agreement](#)**, you should speak with a [Union Representative](#) about filing a grievance.

If you are **interviewed for a position, but not hired**, you should request feedback from the HR Generalist in the interview regarding your interview and any test results. If, **after receiving feedback, you still feel that you should have been hired for the position and you have reason to believe that the University has violated the hiring provisions of the [Collective Agreement](#)**, you should speak with a [Union Representative](#) about filing a grievance.

SPECIAL CIRCUMSTANCES

Members Who Are Eligible for Early or Normal Retirement

Depending on your age and years of service at the time you receive **Notice of Layoff**, you may consider the possibility of retirement.

Remember that providing **Notice to Retire** is **irrevocable**. Once you formally tell the University you are retiring, you **cannot take it back**. We strongly advise you to take the time you need to research, consult on, and consider your decision thoroughly before notifying the University.

Please note that the University of Toronto HR Service Centre has a page called [Planning to Retire](#) along with a number of other pages with retirement information. If you want information about pension estimates, contact the [University Pension Plan \(UPP\)](#) to request the information you need, including if you need to factor in [grow-in rights](#). When you contact them, let them know that you have received **Layoff Notice** and have a deadline to make your decisions.

If you are within two years of qualifying for retirement, you may choose to elect to enter and remain in the [Redeployment Pool](#) for up to 24 months until you are eligible to retire. Time in the **Redeployment Pool** counts towards your years of service for the purposes of your retirement date. You can also choose to [pay to continue accruing pensionable service](#) for up to 15 months while in the **Redeployment Pool**, which would have a positive impact on your total pension.

Retiring After Your Normal Retirement Date

If you are at your **Normal Retirement Date** (i.e., have reached the age of 65) before the end of your **Layoff Notice**, and you choose to terminate your employment with the University, you can elect to retire from active service and receive your unreduced pension in addition to your [enhanced severance](#).

Unreduced Early Retirement

If you are eligible for **Unreduced Early Retirement** (i.e., are at least 60 years of age and your age plus your years of service equal at least 80—commonly referred to as the “60/80 factor”) before the end of your **Layoff Notice**, and you choose to terminate your employment with the University, you can elect to retire from active service and receive your unreduced pension in addition to your [enhanced severance](#).

Additionally, if you are eligible for **Unreduced Early Retirement** you will qualify for the **Early Retirement Bridge** if you retire **within the time period for the Bridge as bargained in the current [Collective Agreement](#)**. The **Early Retirement Bridge** is a benefit of extra money in the form of either a lump sum or a monthly payment up to and including the month before your 65th birthday.

Early Retirement and Grow-In Rights

Members are eligible for **Early Retirement** once they turn 55. However, unless they meet the “60/80 factor” for **Unreduced Early Retirement**, they receive a 5% reduction in their pension for every year before they turn 65 (i.e., if they retire at 55, that’s 10 years before turning 65 for a total 50% reduction in pension).

If a member is laid off, they have access to **Grow-In Rights**. These rights mean that, if a member chooses to retire early because of being laid off, instead of experiencing a 5% reduction in pension for every year before they turn 65, they only experience a 5% reduction for every year until they reach the age that would qualify them for the “60/80 factor.”

This means if you are laid off and retire early (i.e., after turning 55, before turning 65, and without meeting the requirements for **Unreduced Early Retirement**), you can elect to retire from active service and receive your pension with a smaller reduction due to **Grow-In Rights**, in addition to your **[enhanced severance](#)**. If you have been laid off from a **continuing position**, you will automatically qualify for **Grow-In Rights**. If you are contacting the **[University Pension Plan \(UPP\)](#)** for a pension estimate, make sure they know that you are being laid off and that you ask about your **Grow-In Rights**.

Benefits in Retirement

Members who retire and are receiving a monthly pension are eligible to enrol in retiree health benefits for the same benefits they are enrolled in at the time of retirement (i.e., vision, dental, extended health care, etc.). At the time of retirement, members may choose to opt into **Retiree Health, Dental, and Life Insurance Benefits**. Members cannot defer these benefits and can only choose to enrol at time of retirement.

Members who have retired are able to access the **Tuition Waiver for Dependents** benefit, as outlined in the **[Collective Agreement](#)**. More information is available on the University’s HR Service page on **[Educational Assistance](#)**.

Please note, if you were **hired on or after 1 January 2015**, you must have **10 years of service** with the University of Toronto immediately prior to your retirement date to be eligible for retiree benefits. More information is available on the University’s HR Service page on **[Income and Benefits in Retirement](#)**.

Members on Pregnancy, Primary Caregiver / Adoption, or Parental Leave

Each of these situations is unique. Please speak with your **[Union Representative](#)** if this applies to you.

Members on Sick Leave and Long-Term Disability (LTD)

Each of these situations is unique. Please speak with your [Union Representative](#) if this applies to you.

Members on Vacation

Each of these situations is unique. Please speak with your [Union Representative](#) if this applies to you.

ADDITIONAL SUPPORTS AND RESOURCES

Career Pathways Coordinator

Andrea Piscione

Career Pathways Coordinator

416-978-5221 • andrea.piscione@utoronto.ca

The **Career Pathways Coordinator** is the result of the 2017 round of bargaining where our union focused on issues of job security and the problems that some members have finding work while in the **Redeployment Pool**. This position was created to pro-actively work with members who received **Notice of Organizational Change** and/or **Notice of Layoff** to connect them with services, resources, and training, such as reviewing and identifying transferable skills, resumé and cover letter feedback, and interview preparation, to improve their ability to obtain a new position.

Centre for Learning, Leadership, and Culture (LLC)

ulearn.utoronto.ca

Support and Counsellors

If you at any time feel overwhelmed, anxious, depressed, sad, frustrated, or alone, please connect with the **USW's Lifeline Foundation** or talk to an **Employee and Family Assistance Program (EFAP) Counsellor**.

Lifeline Foundation (Steelworkers Member Assistance Program)

[Lifeline Foundation](#)

416-977-6888 • life_line@bellnet.ca

University of Toronto's EFAP Program (LifeWorks)

[Employee and Family Assistance Program](#)

1-855-597-2110

24-Hour Crisis and Distress Line Telephone

416-408-HELP (4357)

STILL HAVE QUESTIONS?

Contact Us

416-506-9090 • info@usw1998.ca

[Contact Your Union Steward](#)

usw1998.ca

APPENDIX I – SEVERANCE SCHEDULE

Continuous Years of Service at Date of Layoff (years)	Enhanced Severance Pay	Severance Pay if Leaving the Re-Deployment Pool Early		
	Effective Date of Layoff (weeks)	0–6 months (weeks)	6–12 months (weeks)	12+ months (weeks)
0	0	0	0	0
1	2	0	0	0
2	4	0	0	0
3	6	1	1	1
4	8	3	2	2
5	11	7	6	6
6	13	9	7	7
7	15	11	8	8
8	18	13	9	9
9	20	15	12	10
10	26	17	13	11
11	28	19	14	12
12	30	21	16	13
13	32	23	18	15
14	34	25	20	17
15	38	27	22	19
16	42	29	24	21
17	46	31	26	23
18	48	33	28	25
19	50	35	30	27
20	53	37	32	29
21	56	39	34	31
22	57	41	36	33
23	58	43	38	35
24	59	45	40	37
25	60	46	42	39
26	61	47	43	41
27	62	48	44	43
28	63	49	45	45
29	64	50	47	47
30+	65	52	52	52

Note: For the purpose of calculating continuous years of service in accordance with this Schedule, only continuous service in this Staff-Appointed bargaining unit shall be counted. Notwithstanding the foregoing, continuous service in the USW Local 1998 Casual bargaining unit shall be counted where the employee has worked continuously in the same position with an appointment of forty (40) percent or more, or regularly worked the equivalent or more in hours each week (i.e. fourteen and one-half (14.5) hours each week in the same position) immediately preceding (without a break) the service in this Staff-Appointed bargaining unit.