

**LETTER OF UNDERSTANDING
BETWEEN
THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
("THE BOARD")
AND
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 053
("AUPE, LOCAL 053")**

RE: Definite Layoffs related to COVID-19 impacts to operations

The COVID-19 pandemic has resulted in sudden and unforeseeable temporary interruptions to University operations, with some work on campus being significantly impacted or being no longer available. The Board is committed to supporting its employees during these times by having employees work from home wherever possible and taking other measures to limit the impact on employees. The Parties recognize, however, that some work is not conducive to a work-from-home arrangement and cannot be done remotely as a result of this the University will be doing definite layoffs;

The Parties further recognize that the impact of the COVID-19 pandemic will change over time and the duration of the impact to University operations is uncertain and unpredictable;

In recognition of the above, the Parties agree that this letter of understanding (LOU) sets out amendments to the Collective Agreement to provide employees who will experience a definite layoff associated with the COVID-19 pandemic with special considerations; and

The Parties agree that this LOU is entered into on a without prejudice and precedent basis and is intended to address this unique situation.

The Parties agree to the following:

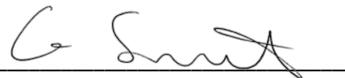
1. A layoff of a definite nature described in Clause 31.03 shall include a temporary reduction of full-time equivalent (FTE), not only a separation from employment, of more than ten (10) work days. The employee's salary and pension contributions (subject to the terms of the plan) will be pro-rated based on the reduction in FTE.
2. Clause 31.03 is revised to include a definite layoff may be for a period of up to six (6) months.
3. While the Board will provide an anticipated recall date based on a current assessment of operational requirements, an employee's anticipated recall date may be shortened or extended by providing five (5) work days of written notice;
4. For an employee whose definite layoff is a separation from employment, the employee may delay the date of definite layoff specified in their notice of layoff by electing to use vacation and/or compensating time-off (CTO) accruals. In such a case, the employee must advise their Supervisor and Human Resources in writing of the amount of vacation and CTO they wish to use two (2) weeks prior to the date of layoff specified in their notice of layoff.

5. For an employee whose definite layoff is a temporary reduction to their FTE, the employee may elect to use vacation and/or CTO accruals to top-up hours to the employees pre-layoff FTE. In such a case, the employee must advise their Supervisor and Human Resources in writing of the amount of vacation and CTO they wish to use two (2) weeks prior to the date of layoff specified in their notice of layoff.
6. The Board will maintain coverage for Group Life insurance, AD&D insurance, Extended Health and Dental. The Board will contribute both employer and employee monthly premiums. However, in consideration of the Long-Term Disability Insurance (LTDI) plan and in accordance with Clause 40.04 of the Collective Agreement, employees on definite layoff shall have the option to maintain LTDI coverage. Employees would continue to be responsible for the full payment of LTDI premiums for the total period of layoff. Employees on a definite layoff that is a separation from employment will pay their LTDI premiums by pre-authorized debit on a monthly basis. Employees on a definite layoff that is a temporary reduction to their FTE would continue to pay their LTDI premiums through payroll deduction.
7. Employees subject to definite layoff will continue to accrue seniority and seniority will be reflected as continuous once returned to work.
8. Employees will be provided details by Human Resources at the time of notice of definite layoff on the continuity of pension contributions or the opportunity to purchase pensionable service during definite layoff.
9. This LOU may be revised or amended by mutual agreement in writing between the Parties.

This LOU shall take effect upon execution by the Parties and continue in force until November 1, 2020.



Mike Mahon, President & Vice-Chancellor
University of Lethbridge



Guy Smith, President
Alberta Union of Provincial Employees

01 May 2020

Date

May 4, 2020

Date