

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1334 Unit 1

AND

THE UNIVERSITY OF GUELPH



EXPIRY DATE:

April 30, 2022

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AGREEMENT BETWEEN

THE UNIVERSITY OF GUELPH
(hereinafter called the “University”)

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1334 Unit 1

(hereinafter called the “Union”)

OF THE SECOND PART

Now, therefore, the parties are agreed as follows:

ARTICLE 1 – DEFINITIONS

1.01 “Employee” means an employee of the University included in the Bargaining Unit defined in paragraph 3.01.

1.02 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

1.03 “Day” means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance

administration, “day” means a working day in the University’s Human Resources department unless otherwise defined.

1.04 “Seniority” is defined as length of service with the Bargaining Unit and is Bargaining Unit wide.

1.05 “Emergency” is defined as a sudden and unexpected turn of events calling for action.

1.06 “Interim” is defined as a part-time employee, non-student who is hired annually for an academic year as set out in 3.01 of the Collective Agreement.

ARTICLE 2 – PURPOSE

2.01 The purpose of this Agreement is to govern and maintain collective bargaining relations between the University and its employees, to provide methods and procedures for the prompt and equitable disposition of complaints and grievances and to establish salary levels, hours of work and working conditions for employees who are subject to the provisions of this Collective Agreement.

ARTICLE 3 – RECOGNITION

3.01 The University recognizes the Union as the sole and exclusive bargaining agent for all interims employed in the Library at the

University of Guelph in the City of Guelph for not more than twenty-four (24) hours per week, save and except supervisors and persons above the rank of supervisor, students and those persons for whom any other trade union holds bargaining rights.

3.02 Should any new position(s) be established within the University which the Union claims to fall within the Bargaining Unit defined in paragraph 3.01 hereof, the question as to its inclusion in or exclusion from the Bargaining Unit shall be determined by mutual agreement, or in the absence of such agreement, by resort to the Grievance and Arbitration Procedure provided in this Agreement.

3.03 Supervisory personnel shall not perform work done by Bargaining Unit personnel except for purposes of instruction, or when Bargaining Unit members are not readily available, or in the performance of required work when difficulties are encountered on the job, or in areas of inspection or quality control, or provided that the performance of such work by supervisory personnel does not reduce the normal hours of work of any employee.

ARTICLE 4 – MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is the function of the University to exercise the regular and customary function of management and to direct the working forces subject to the terms of this Agreement, and to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees provided that a claim of discriminatory promotion within the Bargaining Unit, demotion or layoff or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure;
- c) Maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) Generally manage the University and without restricting the generality of the foregoing, determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures,

machinery and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in the Agreement which may become the subject of discussion between the Union and the University in accordance with clause 5.02 of this Agreement; and

- e) An employee who has not completed their probationary period may be discharged without cause and at the sole discretion of the University.

4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 – RELATIONSHIP

5.01 a) The parties to this Agreement agree that there shall be no harassment, discrimination, intimidation, restraint or coercion exercised in any respect against any employees such as that of age, disability, race, creed, colour, national origin, record of offences unless the record of offence is a bona fide requirement or qualification because of the nature of the job, religious belief, political affiliation or activity, sex, class background, marital or family

status (which includes common-law or same sex relationships) or sexual orientation, nor by reason of membership, non-membership or activity in the Union. It is understood that the age of retirement is in accord with the University Pension Plan.

- b) An employee who feels that they have been subjected to workplace harassment should contact either the Union, or the Staff Relations unit of the Human Resources department. Employees may be accompanied by their Union representative as appropriate. Should a situation or concern not be resolved, the employee may submit a grievance at Step Two (2).
- c) An employee who feels that they have been subjected to Human Rights Code based discrimination should contact either the Union or the Diversity and Human Rights Office. Employees may be accompanied by their Union representative as appropriate. Should a situation or concern not be resolved, the employee may submit a grievance at Step Two (2).

5.02 The parties to this Agreement acknowledge the mutual benefits derived from joint consultation and are prepared to enter into discussions concerning any contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Therefore, in accord with the principles as herein above established, the parties agree as follows:

- a) Meetings between the Union and the University may be held as required at times as mutually agreed, but no more than once every two (2) months. The party requesting the meeting shall make the request in writing at the same time advising the other party of the matters it wishes to discuss; and
- b) Upon notification, a meeting shall be convened within ten (10) days.

Either party may be represented by up to three (3) employees or more if mutually agreed.

5.03 The University acknowledges that employees who have completed their probationary periods have the right to review their Human Resources files not more than once every six (6) months (January-June, July-December). In order to do so, employees are to submit their requests in writing to the Staff Relations unit of Human Resources. An appointment to review the Human Resources file will normally be arranged within two (2) working days of the receipt of the request. Before an employee will be provided with their Human

Resources file, the employee must present photo identification to Staff Relations. It is further understood that any employee will be free to submit written, relevant explanations for inclusion in their Human Resources file. Notwithstanding the above, in the event that the Union raises a formal issue with regard to an employee, an exception shall be made to have the file reviewed at that time, subject to the notice provisions outlined above.

**ARTICLE 6 – SECURITY OF THE BARGAINING UNIT AND
DEDUCTIONS OF DUES**

6.01 All part-time interim employees will be members of the Bargaining Unit. The University shall deduct from the wages of temporary part-time employees, probationary employees and regular part-time employees a sum equal to the regular dues as properly notified from time to time in writing by the Secretary-Treasurer of the Union Local to the University. This deduction shall be made from each pay and shall be forwarded within ten (10) days of which they are deducted to the Secretary-Treasurer of the Union Local, accompanied by a list of names and classifications of the employees from whose wages the deductions had been made. A copy of this list shall be forwarded by

the University to the national headquarters of the Canadian Union of Public Employees.

- 6.02 The sums deducted and forwarded to the Union in accordance with this Article shall be accepted by the Union as the regular monthly dues of those employees who are or thus become members of the Union.
- 6.03 The University shall indicate on the Income Tax (T4) slips the amount of Union dues paid during the preceding year by each member covered by this Collective Agreement. An official parking receipt will be provided for each employee upon request.
- 6.04 Copies of Request for Leave of Absence forms and names of terminated regular part-time Bargaining Unit employees will be provided to the Local monthly. The University will notify the Local of any Bargaining Unit members who are approved for Long Term Disability (LTD), and in the case of Workplace Safety and Insurance Board (WSIB), of those on WSIB for a period of greater than three (3) consecutive months.
- 6.05 Subject to supervisory approval and operational requirements, when a new regular part-time employee to the University commences a Bargaining Unit position, or a new temporary part-time employee

commences a Bargaining Unit appointment, an Officer of the Union will be provided with up to thirty (30) minutes within regular working hours to provide the new employee with a copy of the Collective Agreement and a brief overview of the role of CUPE 1334 Unit 1 at the University of Guelph. Temporary part-time employees will participate in one (1) orientation regardless of the number of appointments they may have. This orientation will occur within the first month of employment in the Bargaining Unit.

6.06 All official correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Staff Relations, Unit Chair, and the Local Bargaining Unit President with a copy to the Local Area Office.

ARTICLE 7 – NO STRIKE, NO LOCKOUT

7.01 During the term of this Agreement and in view of the orderly procedure for settling grievances established hereby, the University agrees that it will not call or authorize, and no officer, official or agent of the University will counsel, procure, support or encourage any lockout of its employees; the Union agrees that it will not call or authorize, and no officer, official or agent of the Union will counsel,

procure, support or encourage a strike. The Union further agrees that any strike or other collective action designed to restrict or limit the work or the University's operations by employees would be in violation of this Agreement and if any such strike or collective action takes place involving Union members, the Union will repudiate it forthwith and advise its members to return to work or cease such action.

ARTICLE 8 – COMPLAINT PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that any employee has no grievance until the employee has first given the appropriate immediate supervisor concerned, with or without a Union Steward of the employee's choice, an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the appropriate immediate supervisor within five (5) days after the employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The appropriate immediate supervisor shall be allowed five (5) days to seek information and advice and to communicate the answer to the

complainant. Failing settlement, it may then be taken up as a grievance within five (5) days following advice of the supervisor's decision.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 For the purposes mentioned in this Article, the Unit Chair or the Recording Secretary may perform the functions of the Chief Steward. In the absence of the Chief Steward, any one (1) member of the Executive committee may perform the functions of the Chief Steward.

9.02 **Step 1**

If not settled at the complaint stage, a written grievance may be submitted to the supervisor of the employee's immediate supervisor, within five (5) days of receiving the decision on a form provided by the Union and acceptable to the University. Such form shall include:

- a) The nature of the grievance,
- b) The remedy sought, and
- c) The paragraph or paragraphs of this Agreement alleged to have been violated. The grievance is described as an alleged violation of:
 - i. The Collective Agreement

- ii. The Ontario Human Rights Code
- iii. The Employment Standards Act of Ontario
- iv. Other applicable Province of Ontario Employment related legislation.

The employee shall be assisted in the presentation of the grievance by a Union Steward. Failing a settlement, the supervisor shall deliver the decision in writing to the employee and the Union within five (5) days following the presentation of the grievance.

9.03 **Step 2**

If not then settled at Step 1, the written grievance may be submitted by the grievor and the Chief Steward to the Director of Staff Relations, or designate, within five (5) days after the decision in Step 1. The Director of Staff Relations, or designate, shall meet with the grievance committee, hereinafter constituted within fifteen (15) days following the presentation of the grievance. There may be present a representative of the Union if requested by either party and such others as the Director of Staff Relations, or designate, considers necessary. The Director of Staff Relations, or designate, shall render a decision in writing to the chairperson of the Union Grievance

Committee and the grievor within five (5) days following the above meeting.

9.04 **Step 3**

If the Union Grievance Committee is not satisfied with the decision at Step 2, it may, within fifteen (15) days of such decision, demand in writing that the matter be taken to arbitration in accordance with the procedure set out hereunder.

9.05 The time limits mentioned in both the grievance and complaint procedure may be extended by agreement between the Union and the appropriate University official and must be confirmed in writing. Where no such agreement has been made or where an agreed extension has expired:

- a) The Union Grievance Committee may proceed to the next step of the procedure if the appropriate University official exceeds the time allowed to act,
- b) The University may consider the grievance abandoned if the Union exceeds the time allowed to act.

9.06 **Policy and Group Grievances**

A complaint or grievance arising directly between the University and the Union with respect to either:

- a) A matter of policy, interpretation or general application of the Collective Agreement arising from a decision of the central University administration,

OR

- b) A decision or action of the University administration or departmental management that affects three (3) or more employees,

OR

- c) An action of the Union's considered prejudicial by or to the University may be lodged by the grieving party at Step 2 by convening or demanding the convening of a meeting as outlined at Step 2 within twenty (20) days of the occurrence complained of. If a mutually agreeable solution cannot be reached at such meeting, then the grieving party may demand the matter be taken to arbitration by notice in writing to the other within fifteen (15) days following such meeting. Should the grieving party exceed the above time limit, the grievance

shall be considered to have been abandoned. Grievances permitted by this clause shall be lodged by the University with the Union Local President and by the Union with the Director of Staff Relations, or designate. It is expressly understood that this procedure may not be used with respect to a situation primarily affecting any employee which such employee could raise as an individual grievance thereby by-passing the regular grievance procedure. It is further understood that the provision for the extension of time limits by agreement shall apply to this Article.

d) Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, they must present a group grievance in writing at Step 1 of the grievance procedure.

9.07 Nothing herein shall be deemed to preclude an employee from discussing problems personal or job related, with line supervision or members of Human Resources as appropriate. Any discussions between a representative of the University and the grievor(s) directly related to an outstanding grievance as defined in this Article must be with Union representation.

9.08 The University or any of its representatives shall not make any arrangements with an employee which are inconsistent with the provisions of this Collective Agreement.

9.09 An employee shall have the right to have their steward present at any discussion which the supervisor has identified as disciplinary in nature. The supervisor will encourage the employee to exercise their right to be accompanied by a steward, if the employee so chooses.

**ARTICLE 10 – SPECIAL PROVISIONS RE: DISCHARGE, SUSPENSION
& DISCIPLINE**

10.01 The discharge of a probationary employee will be subject to a lesser standard of just cause.

10.02 The termination of employment of an employee at the end of a predetermined period or on completion of a specific project for which the employee was hired shall not be the subject of a grievance.

Where a person is hired for such a predetermined period or for such a specific project, the employee and the Union shall be so informed in writing as to the date of hire and the termination date. The provisions of this paragraph shall not be applied to established

positions except in the case of the temporary absence of the regular incumbent.

10.03 Where an employee is discharged after the completion of the probationary period and other than in accordance with paragraph 10.02 hereof, the following procedure will apply:

- a) The University shall not discipline, suspend or discharge an employee without just cause.
- b) When an employee is to be suspended or discharged, such discipline shall normally be imposed at a meeting specifically convened for this purpose. The employee shall be accompanied to such meeting by a Union Steward. A copy of the suspension or discharge letter shall be provided to the Union within three (3) days of such meeting.

10.04 The record of an employee shall not be used against the employee at any time after twenty-four (24) months following a disciplinary suspension. The record of an employee shall not be used against the employee at any time after eighteen (18) months following other disciplinary action, including letters of reprimand. Any further disciplinary action during the above noted time frames will result in

all letters remaining in the employee's file, unless the employee has kept their record clear during such periods.

10.05 The Director of Staff Relations, or designate, may upon request from the Union, agree to reduce the time frames specified in 10.04, provided that the employee who was the subject of such discipline has demonstrated a significant improvement in the area of behavior(s) that resulted in such disciplinary action being taken. The denial of such request shall not be the subject of a grievance.

ARTICLE 11 – ARBITRATION PROCEDURE

11.01 When either party to this Agreement demands that a grievance be submitted for arbitration, they shall make such a demand in writing addressed to the other Party to this Agreement.

11.02 (a) The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected on a rotating basis from a panel of five (5) Arbitrators set out below or a Board of Arbitration as set out in Article 11.02 (d):

Louisa Davie

Paula Knopf

Brian Sheehan

William Kaplan

Steve Raymond

Gerry Lee (Mediation Only)

(b) After selection of the Arbitrator from the above noted rotation, the parties, by mutual agreement, may elect to request the Arbitrator “mediate” the dispute in an effort to avoid an arbitration hearing.

(c) It is agreed that if the parties are unable to mediate a resolution, then the Mediator will assume the role of Arbitrator and a hearing will be scheduled.

(d) The parties by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitrators and the Chairperson of the Board of Arbitration will be one of the Arbitrators set out in Article 11.02(a). However, should either party fail to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The provisions of Article 11 apply to a Board of Arbitration.

11.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 11.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.
- 11.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 11.07 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the chairperson of the Arbitration Board.
- 11.08 The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:
- a) Of the time and place of the sitting of the Board of Arbitration,
 - b) Of the matter to be placed before the Board, and
 - c) Of the right of that third party to be present and represented.

11.09 The provisions of article 11.02 herein may be waived should the parties agree to the appointment of a single arbitrator as provided in the Labour Relations Act.

ARTICLE 12 – SENIORITY

12.01 The purpose of this Article is the provision of increased job security and increased protection of accrued benefits in relation to length of employment.

12.02 A new employee shall be on probation until completion of eight (8) months continuous employment from the date of hire.

12.03 All employees who have completed the probationary period shall have seniority as from their last date of hiring in this Bargaining Unit.

12.04 The University agrees to maintain up-to-date seniority information and shall provide to the Union up-to-date seniority lists every four (4) months. The seniority list shall show the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, seniority shall be determined based on the date of the official offer letter from Human Resources. Union officials may have access to up-to-date seniority information on an "as required" basis.

12.05 In all cases of layoff or recall from layoff, seniority shall govern.

Therefore, in the event of layoff an employee may bump another employee with lesser seniority in any classification and in the case of recall the last employee laid off shall be the first recalled; provided that in layoff and recall from layoff, in the opinion of the University, which shall not be exercised in an arbitrary or discriminatory manner, the employee is qualified and able to do the work in question.

12.06 a) Temporary interim part-time employees shall be laid off before the layoff of an interim part-time employee in accordance with the procedures set out in Article 12.05.

b) The University will give employees who have completed their probationary period notice of layoff according to the following scale:

- Up to 4 years seniority – 4 working weeks,
- 4 years but less than 6 years seniority – 8 working weeks,
- 6 years but less than 8 years seniority – 12 working weeks,
- 8 years but less than 10 years seniority – 16 working weeks,
- 10 years but less than 15 years seniority – 20 working weeks,
- 15 years or more of seniority – 24 working weeks.

An employee on layoff will be entitled to remain on recall for the period of twenty-one (21) months.

12.07 The University will supply in writing to the Union advice of each interim part-time employee laid off from work and recalled to work following a period of layoff of unspecified duration.

12.08 An employee shall terminate their employment and forfeit seniority if the employee:

- a) voluntarily leaves the employ of the University;
- b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- c) is absent from work without permission and without a reasonable explanation for failing to seek such permission for five (5) consecutive working days;
- d) without reasonable explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- e) fails to return to work within seven (7) working days after being recalled from layoff by notice sent by registered mail with a copy to the Union, unless such period is extended for reasons satisfactory to the University;

f) is absent due to layoff which absence continues for more than twenty-four (24) months;

g) is absent due to disability which absence continues for more than twenty-four (24) months except that employees may continue to participate in the benefits program for as long as they continue to qualify for benefits for the Long Term Salary Continuation Plan. In Workplace Safety and Insurance Board cases the absence may continue for the period of compensation.

12.09 It shall be the duty of the employee to notify the University promptly of any change in address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee.

12.10a) No employee shall be transferred to a position outside the Bargaining Unit without their consent. An employee who previously held a job which was, or would have been, within the Bargaining Unit may, within a period of one (1) year, apply the full length of their accrued seniority upon the date of leaving the Bargaining Unit to any vacancy which the employee is capable of filling. Such return shall not result in the layoff or bumping of any employee who has accrued seniority.

b) Other than through the job posting procedure outlined in Article 13, an employee shall not be transferred between classifications without prior consultation with the Union.

c) An interim part-time employee who successfully applies to a temporary full-time secondment opportunity outside of the Bargaining Unit, shall be deemed to retain their seniority accrued prior to commencing the secondment outside of the Bargaining Unit, for a period of up to one (1) year from leaving the unit. Dues deductions will cease during the period of secondment outside of the Bargaining Unit and the employee's name shall not appear on the seniority list. Upon return to their interim part-time Bargaining Unit position, they will recommence accruing seniority.

12.11 When considering layoff, top seniority rights shall be accorded to each standing member of the Union Executive Committee consisting of the following members of the Executive of the Local Union: Unit Chair or Recording Secretary.

12.12 In the event the University should merge, amalgamate or combine any of its operations or functions with another University or College, the University will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the

successor employer. The University agrees to involve CUPE Local 1334 Unit 1 in discussions prior to a merger, amalgamation or combining any of its operations or functions with another University(ies).

ARTICLE 13 – JOB POSTING

13.01a) The University will advise the Union of the status of vacant regular part-time interim positions which the University does not intend to fill immediately (“immediately” being defined, for this purpose, as within thirty (30) to sixty (60) calendar days) following the position becoming vacant. Where the University decides to fill a vacancy in the Bargaining Unit the following process will apply:

- i. All vacancies for interim part-time positions shall be posted for seven (7) calendar days prior to the appointment of a regular incumbent. Such advertisement shall be dated, shall show the job title, job requirements, the applicable salary band, the position number, shall include the initial shift assignment and the initial work location, and shall indicate whether this is an original vacancy or one consequential from the appointment of an employee to an original vacancy.

ii. The University will advise the Union in advance that a vacancy will be advertised externally in conjunction with the internal posting.

iii. Any employee may apply for an advertised vacancy directly to Human Resources, 5th floor, University Centre or elsewhere as indicated in the posting.

iv. All postings for jobs within the Bargaining Unit shall state; “This position is covered by Collective Agreement with CUPE Local 1334 Unit 1”.

v. Vacancies approved for posting will be posted within thirty (30) days of such approval being received in Human Resources.

vi. The University will advise the Union by email of the names of Bargaining Unit applicants selected to be interviewed for a posted vacancy.

b) In cases where the University elects to not fill a posted vacancy, and where applications have been received, the University will notify the Union, in writing, of its reason not to fill such vacancy.

13.02 In selecting a candidate to fill a regular part-time interim vacancy which the University wishes to fill in the Bargaining Unit, the University shall consider:

- a) the skill, ability and qualifications of the individual to perform the requirements of the job in a competent manner and the capability of the individual to assume responsibility;
- b) the seniority ranking of the employees affected.
- c) When the judgment of the University, which shall not be exercised in a discriminatory manner, the factor (a) is relatively equal as between two (2) or more employees, then and only then shall factor (b) govern.

13.03 The successful applicant shall be placed on a trial period for a period of up to two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the successful applicant feels this position is not in their best interest, the employee shall be returned to their former position and wage without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions

shall also be returned to their other former position and wage without loss of seniority.

13.04 The Union shall be notified of all appointments, layoffs and recalls from layoff within the Bargaining Unit.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 The University shall endeavor, subject to operational requirements, to grant leave of absence without pay to an employee. Requests for leaves of absence shall be in writing and shall be submitted to the employee's supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. Seniority shall accrue during a leave of absence that is less than eighty (80) calendar days in duration.

14.02 a) The University agrees to grant, during each year of this contract leave of absence with normal pay and benefits up to fifteen (15) days for Bargaining Unit persons selected by the Union to attend Union meetings, conferences, conventions, and seminars. Requests for such leaves of absence as detailed above, should be submitted in advance and in writing to Staff Relations and will be subject to

supervisory approval, which shall not be unreasonably withheld. It is further understood that the University is freed of any responsibility to the employee in the granting of such leave. Seniority shall accrue during the period of leave. Joint Health and Safety Committee members shall not be limited by the above restrictions.

b) In the contract year that negotiations will occur, the University will provide an additional forty-eight (48) hours for Negotiating Team preparation.

14.03 a) Upon request, in the event of a death in the immediate family, an employee will be granted at the time of death, leave with pay for a period of three (3) consecutive scheduled workdays. Immediate family shall mean parent; step parent; spouse; common-law spouse (including same sex partner); child; step child; brother; sister. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (i.e. four (4) days maximum).

b) Upon request, in the event of a death in the family, an employee will be granted at the time of death, leave with pay for a period of one (1) scheduled workday. Family shall mean; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-

law; grandchild; grandparent. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day for the purpose of travelling to and from the funeral (i.e. two (2) days maximum).

c) Upon request, an employee may elect to set aside one (1) day of available bereavement leave (as may be applicable to the employee under (a) 3 days or (b) 1 day), to be utilized to attend a memorial service or alternate burial date on a scheduled workday within one (1) year of the applicable immediate family member, or family member's death.

14.04 Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay regular pay to an employee who is required to serve as a juror or subpoenaed witness. It shall be the responsibility of the employee to provide proof of the period served as a juror or subpoenaed witness and to remit to the University the amount paid for such services. If the litigation requiring the employee as a subpoenaed witness was initiated by the employee, this Article will not apply. In the event that jury duty extends for a period longer than two (2) weeks, the employee's regular pay shall be mailed to the family on each regular payday

during the period of absence provided, however, the employee signifies in writing that their regular pay is to be so released.

14.05 The University may grant a leave of absence of up to two (2) weeks duration for the purpose of military service and will compensate the employee for whatever difference exists between the military pay received, as evidenced by a statement from the proper authority, and the normal University wages or salary. It is agreed that an employee shall be allowed to continue to participate in the employee benefit program during a period of leave of absence if the employee remits to the University the full cost of the plan as outlined in Article 25 by the first of each month during the period of such leave of absence.

14.06 Employees who are enfranchised to vote shall be allowed time off for Municipal elections, Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

14.07 Pregnancy and Parental Leave will be as per the Employment Standards Act.

ARTICLE 15 – EDUCATIONAL ASSISTANCE

15.01 Educational Leave

Full-time Programs Leading to a Degree/Diploma/Certificate:

An employee who wishes to undertake a program which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:

- a) the application is made at least two (2) months in advance of the commencement of the leave;
- b) prior approval of the leave is given by the Department Head who shall take into account the operating needs of the department;
- c) prior approval of the leave is given by the Assistant Vice-President, Human Resources, or designate. During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue (normal pension contributions will be at the employee's option), provided the employee continues employment following such leave for a period of no less than one (1) year.

ARTICLE 16 – PAID HOLIDAYS

16.01 When an interim part-time employee, whose regularly scheduled work day falls on Labour Day, Thanksgiving Day, Family Day and/or Good Friday, that employee may request in advance to work an additional day within the pay period encompassing that holiday. The date the additional day is worked must be mutually agreed upon.

ARTICLE 17 – VACATIONS

17.01 Part-time interim employees shall be eligible for vacation pay based on the number of part-time interim appointments they have held consecutively. Vacation pay will be calculated on the gross pay earned for each pay period.

The percentage of lieu of vacation shall be earned as follows:

Number of Interim Appointments	Vacation Pay Percentage (%)
Up to five (5) years	4%
Five (5) years but less than ten (10)	6%
Ten (10) years or greater	8%

ARTICLE 18 – BULLETIN BOARDS

18.01 The University will provide and maintain a bulletin board outside the break room and on the first floor outside the Manager, Circulation and Inter-Library Services office in order to ensure reasonable availability to employees for notices regarding Union meetings and other local Union activities. All such notices must be signed by an officer of the Union.

ARTICLE 19 – SICK LEAVE

19.01 The parties acknowledge the shared benefits to the University and to employees of an early and safe return to work of an employee who has been absent due to WSIB Lost Time, long term disability (LTD) and bona fide medical request for workplace accommodation. As such the parties are committed to the following:

- a) A copy of the Employers' Report of Injury or Disease (Form 7) will be forwarded to the CUPE Local 1334 campus office within five (5) working days of submission to the Workplace Safety and Insurance Board. The University will notify the Union within five (5) working days of any Bargaining Unit member who has been issued with a LTD application kit.

b) To assist employees in the early and safe return to work, the parties will utilize a Joint Return to Work Representative selected by the Union.

ARTICLE 20 – UNION STEWARDS AND COMMITTEES

20.01 The University agrees to recognize the following:

Unit Chair

Recording Secretary

Who may also perform the function of health and safety and/or return to work representatives.

20.02 The Union may appoint a committee of not more than three (3) of its Local members who have completed the probationary period to deal with the University on matters concerning the renewal or renegotiation of this Collective Agreement.

20.03 It is understood that a Steward or Committee person has regular work to perform and that if it is necessary to service a grievance during working hours, they will not leave their work without first obtaining the permission of the immediate supervisor which shall be subject to operational requirements. They shall state the destination

to the immediate supervisor and shall report again to the supervisor at the time of their return to work.

20.04 The Union shall keep the University informed in writing of names and positions of its Local Executive and of the Stewards and Committee members. The effective date of appointment shall be included in such notification.

20.05 Where a grievance must be serviced or where meetings between Union and University officials take place during an employee's scheduled working hours, the employee shall be paid their basic hourly rate as though working. Notwithstanding any other provisions of this Agreement, the University shall be obligated to pay only the basic hourly rate to an employee replacing one so acting for the Union.

20.06 Local Union officers or officials shall, at all times, be entitled to the presence and assistance of a representative of the Canadian Union of Public Employees in meetings with University officials.

ARTICLE 21 – HOURS OF WORK

21.01 The Library, on an annual basis, will determine the number of interim part-time hours required for the upcoming academic year as follows:

- i. The calculation of the number of interim part-time hours will be completed by July 15th of each year using data from the previous fiscal year.
- ii. The data will include, but not be limited to circulation transactions and the number of patron requests.
- iii. The available hours for interim part-time employees will be in place for the relevant academic year.

21.02 a) Interim part-time stack maintenance employees at the Guelph Main Library will be scheduled as described in 21.01 and 21.03 (i), up to a maximum of twenty-four (24) hours per week.

b) Interim part-time stack maintenance employee(s) at the Tri-University Group of Libraries (TUG) Annex and interim accessibility services assistant employee(s) will be scheduled as described in 21.01 and 21.03 (i) up to a maximum of twenty-four (24) hours per week.

c) The work term will normally commence the Tuesday following Labour Day and end on the Friday before the commencement of summer classes. Nothing in this clause shall restrict the University's right to extend appointments outside of this term.

21.03 The Library will meet with representatives of CUPE 1334 Unit 1 by no later than July 15th of each year to share the data described in clause 21.01 and discuss the schedule for the upcoming academic year.

- i. The Bargaining Unit will decide whether the annual available hours will be distributed by seniority or on an equitable basis and notify the Library Manager by no later than July 22nd of each year.
- ii. The Library Manager will complete the schedule and notify the interim employees by no later than August 1st of each year. Hours will be allocated on either a seniority or equitable basis as selected by the Union.

21.04 The Library will distribute to the interim part-time employees, the number of annual available hours and the proposed work schedule for the upcoming academic year by August 15th.

21.05 Interim part-time employees may trade and switch shifts provided they do not exceed forty-eight (48) hours worked in a pay period. Details of the trade must be provided to the Supervisor/Manager a minimum of forty-eight (48) hours in advance of the first affected shift

except in cases where illness, bereavement or other substantiated emergency prevent such notice.

21.06 In the event changes to schedules are required by the University, the University will provide at least forty-eight (48) hours' notice to the employees. It is understood that such notice may not be possible in cases of illness, bereavement or other emergency.

ARTICLE 22 – BREAKS

22.01 Employees scheduled for an eight (8) hour shift will receive a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods. Normally one (1) rest period will be provided before the meal break and one (1) after.

22.02 Employees scheduled for less than an eight (8) hour shift will receive one (1) thirty (30) minute unpaid lunch break and one (1) fifteen (15) minute paid rest period.

ARTICLE 23 – OVERTIME

23.01 In order to be eligible to receive overtime pay an employee must receive approval by their supervisor in writing in advance of the overtime being worked.

23.02 The hours worked by an employee in excess of forty (40) hours in a week or in excess of seven (7) hours in a day shall be paid for at time and one-half (1½) the regular hourly rate. Should employees be scheduled to work Saturday or Sunday they will receive time and one-half (1½) for all hours worked.

23.03 Overtime will be paid at time and one-half (1½) in increments of fifteen (15) minutes rounded up.

23.04 Overtime will be offered by seniority on a rotational basis. All hours offered beyond an employee's regularly assigned shift will be documented. Refused hours of work will be considered accepted for purposes of offering work.

ARTICLE 24 – WAGES

24.01 The University agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of wages as outlined in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 25 – METHOD OF PAYMENT OF WAGES

25.01 Wages are calculated on hourly rates over ten (10) day periods ending on Wednesday based on actual hours worked.

25.02 Payment of wages is made every second Thursday.

25.03 Early Departure/Emergency Closing

Occasional unexpected conditions or events may result in the University determining it appropriate to allow certain employees to leave work earlier than normal. When early departure is granted or the University closes, time off with pay will be granted.

ARTICLE 26 – COMMUNICATIONS

26.01 Unless otherwise specifically stipulated herein, communications between the parties shall be addressed: in the case of the University to the Director of Staff Relations, and in the case of the Union to the President of Local 1334 and Unit Chair of Part-Time Interims to the last known address with a copy to the Union office at 204-1120 Victoria Street North, Kitchener, Ontario, N2B 3T2.

ARTICLE 27 – HEALTH AND SAFETY

27.01 The University and the Union agree that the University and its employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the Occupational Health and Safety Act, 1994, and as amended from time to time. The University and the Union agree to participate in Local Health and Safety Committees.

27.02 The University shall make all necessary provision(s) for the occupational health and safety of its employees.

- a) The University will provide initial safety training in the use of special equipment whenever it is required that the employee use such equipment as part of their assignment of work.
- b) Employees shall be supplied with the required safety equipment and protective clothing in order for them to safely and effectively perform their employment duties.
- c) The University acknowledges its duty to provide ongoing refresher training and upgrading as required in accordance with the provisions of the Occupational Health and Safety Act, 1994.

27.03 Notwithstanding the shared obligations under the Occupational Health and Safety Act, the University has established a Central Joint Health and Safety Committee as well as a Local Health and Safety Committee for the Library. One (1) representative from CUPE 1334 Unit 1 may participate on these committees. Participation at the committee meetings will be compensated at the employee's straight hourly rate. The University will pay for certification training.

27.04 The University acknowledges the employee's right to refuse or to stop work where health or safety is in danger, as prescribed in the

Occupational Health & Safety Act, 1994, and as amended from time to time.

ARTICLE 28 – TECHNOLOGICAL CHANGE

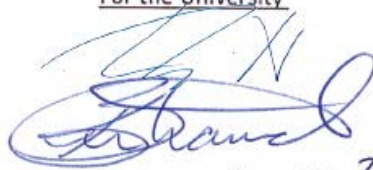
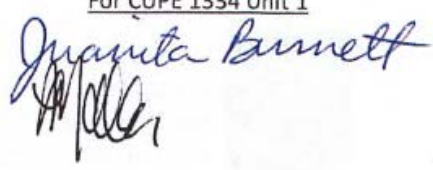
28.01 The University shall, prior to the implementation of any significant technological change(s) that would negatively affect Bargaining Unit positions, inform the Union at least forty-five (45) days prior to such implementation.

28.02 Upon receipt of such notice, the Union may request in writing that Staff Relations convene a Union/Management meeting during the forty-five (45) day notice period, in order to provide the Union with the opportunity to make a presentation on the change(s).

28.03 The University shall be responsible for providing training required by employees as a result of the introduction of technological change(s).

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall be in effect from May 1, 2019 to April 30, 2022 and shall continue thereafter for annual periods of one (1) year each unless either party notified the other in writing not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date that it desires to amend or terminate this Agreement.

For the University

For CUPE 1334 Unit 1

Signed this 24th day of August 2020, at Guelph, Ontario

SCHEDULE “A”

Wages

CLASSIFICATION

Titles of classifications as follows:

Library Interim – Stack Maintenance

Library Interim – Library Accessibility Services Assistant

Effective May 1, 2019: 1.00%

Effective May 1, 2020: 1.00%

Effective May 1, 2021: 1.00%

Interim–Stack Maintenance	Start	Start of 2 nd Semester	Start of 3 rd Semester
May 1, 2019	\$14.14	\$14.67	\$15.26
May 1, 2020	\$14.28	\$14.82	\$15.41
May 1, 2021	\$14.42	\$14.97	\$15.56

Interim–Library Accessibility Services Assistant	Start	Start of 2 nd Semester	Start of 3 rd Semester	Start of 5 th Semester	Start of 7 th Semester
May 1, 2019	\$14.72	\$15.29	\$15.93	\$16.53	\$17.21
May 1, 2020	\$14.87	\$15.44	\$16.09	\$16.70	\$17.38
May 1, 2021	\$15.02	\$15.59	\$16.25	\$16.87	\$17.55

Interim part-time employees will progress to their appropriate incremental level upon completion of the required semesters of service.

As per the wage grid proposed above, all employees covered by this Agreement will be placed on the wage grid based on their original date of hire.

Incremental Adjustments:

1. Effective the date of ratification of this Agreement all employees covered under this Agreement will be placed on the wage grid based on their date of hire as a Library Interim employee and then progress through the wage grid.

2. Library Interim Employees who have permanently left their position and are rehired in their former classification shall have previous service considered, provided their re-engagement is less than six (6) months after their termination.
3. Library Interim employees will progress to their appropriate incremental level upon completion of the required semesters of service.

SCHEDULE "B"

Pension

Table of Pension Plan Changes:

Contribution rates (ongoing):

	May 1, 2016	May 1, 2017	May 1, 2018
Below YMPE	7.05%*	7.30%**	7.55%**
Above YMPE	8.75%*	9.00%**	9.25%**

* May 1, 2016 reflects the current percentage contributions for CUPE Local 1334 Unit 1 members.

** The rates above are established as maximum member contribution rates.

The University and the Union agree in principle to a negotiated framework for the sharing of Normal Actuarial Cost of the Retirement Pension Plan through collective bargaining. Under this framework, should the current valuation report filed prior to September 1st of each year show an increase in the University's Normal Actuarial Cost to a level above one hundred per cent (100%) of the member contribution rates at that time, the University will meet with the Union to review the applicable valuation results including support for the Normal Actuarial Cost increase.

This review will include documentation prepared by the Plan's Actuary who certifies the new Normal Actuarial Cost requirement in respect of the CUPE Local 1334 Unit 1 members, including a summary of the underlying CUPE Local 1334 Unit 1 membership data used to prepare the valuation results.

Pending such certification of results by the Plan Actuary, member contribution rates will increase to fund fifty per cent (50%) of that portion of the University's Normal Actuarial Cost above one hundred per cent (100%) of member contributions at the time of the valuation. Under this calculation, member contributions will be subject to a maximum increase of one quarter of one per cent (0.25%), to be implemented effective September 1, 2017 and May 1, 2018. Unless otherwise provided for under this Schedule, member contribution rate increases will not exceed half of one per cent (0.50%) during the term of the Collective Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the member rates.

Precise determination of any adjustments to member contribution rates will be made by the Plan Actuary with due consideration being given to the

importance of recognizing earnings below and above the Year's Maximum Pensionable Earnings (YMPE).

Benefit Discussions

Upon written request of the Union, the University agrees to discuss termination benefits previously provided for under the Plan, and/or possible indexation for retirees who were previously members of this Bargaining Unit at the time of retirement, during the first round of bargaining subsequent to the Plan reaching a funding level at which University special payments are not required.

Contribution Holidays

The University agrees that should the Retirement Plan reach full funding status during the term of the Agreement it will not take contribution holidays, unless otherwise prescribed by legislation.

University Pension Plan (UPP) & the Retirement Pension Plan

It is recognized that discussions are underway with respect to the UPP initiative with the objective of forming a multi-employer Jointly Sponsored Pension Plan (JSPP), within the sector. The above contributions will be

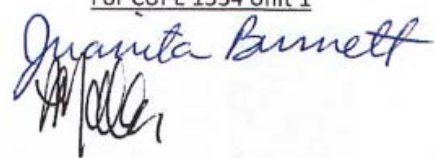
subject to change should there be a ratification of a JSPP proposal by plan members including CUPE Local 1334 Unit 1 and the University.

The language will remain in effect until the UG Conversion date at which time it will be deleted as per The LOA Related to the Union's Consent to the Conversion to the UPP.

Letter of Agreement #1 - Paid Sick Time/Rescheduling Hours

Further to discussions during the negotiation of the 2019 renewal agreement, this Letter will confirm that the University will provide an employee covered by this agreement with two (2) days of paid sick days in each calendar year in accordance with the provisions of Human Resources Policy 500 – Sick Leave. Following utilization of those paid sick days, and in cases where an employee is absent for reasons of illness or injury for short durations (i.e. five (5) shifts or less), the University will make every reasonable effort to permit the employee to make up those hours within the current pay period in which the absence falls or the following pay period. It is understood that the rescheduling of hours is not subject to premium pay. An employee refusing the hours offered shall forfeit their rights under this letter.

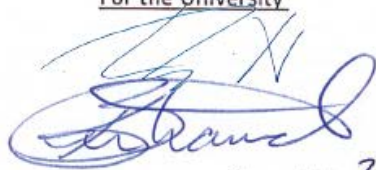
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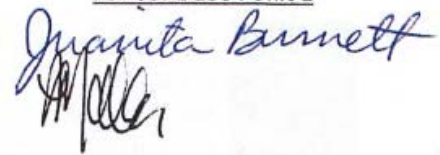

For CUPE 1334 Unit 1


Signed this 24th day of August 2020, at Guelph, Ontario

Letter of Agreement #2 - Application of Article 22.02

Further to discussions during the negotiation of the 2013 renewal Agreement this will confirm that employees who wish to access a thirty (30) minute unpaid lunch break for shifts less than eight (8) hours of duration shall be permitted to do so upon request to their immediate supervisor. The time of such break will be determined by mutual agreement between the employee and their immediate supervisor.

For the University


For CUPE 1334 Unit 1


Signed this 24th day of August 2020, at Guelph, Ontario

Letter of Agreement #3 - Layoff/Recall

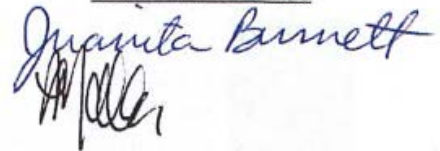
Further to Article 12, this letter will confirm as follows:

1. The parties recognize that a reduction of hours below eighteen (18) hours per week will constitute a layoff.
2. An employee receiving notification of layoff per 12.05 may elect to irrevocably waive their bumping rights and proceed directly to layoff. Such election must be made in writing to the University, copied to the Union.
3. An employee on layoff, who receives notification of recall by the University under Article 12.05, may elect to refuse recall in circumstances where accepting the appointment would result in them being offered less than eighteen (18) hours per week of work. An employee refusing recall in this circumstance shall be permitted to remain on the recall list for the maximum duration specified under 12.06 (b). Such refusal must be made in writing to the University, copied to the Union.

For the University



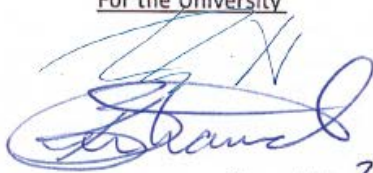
For CUPE 1334 Unit 1

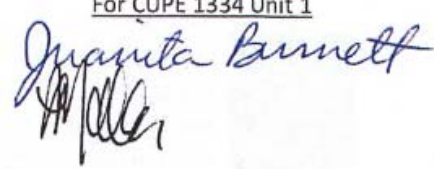


Signed this 24th day of August 2020, at Guelph, Ontario

Letter of Agreement #4 - Benefits

As an outcome of the 2016 renewal agreement, the annual dollar amount of allocation for psychologist coverage under the Extended Health Plan was increased from three hundred dollars (\$300) to one thousand two hundred dollars (\$1,200) per calendar year effective as at September 1, 2017. Coverage under this Agreement was also expanded to include counselling services provided by counsellors with a Master of Social Work, psychotherapists, psychoanalysts, marriage and family therapists, or clinical counsellors provided they are licensed and registered by a recognized provincial governing body as defined by the benefits provider.

For the University


For CUPE 1334 Unit 1


Signed this 24th day of August 2020, at Guelph, Ontario

Letter of Agreement #5 - The “LOA” Related to the Union’s Consent to the Conversion of the University Pension Plan (UPP)

BETWEEN

THE UNIVERSITY OF GUELPH
(hereinafter referred to as the “University”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1334 Unit #1
(hereinafter referred to as the “Union”)

WHEREAS prior to June 29, 2019 the Union provided consent pursuant to and in accordance with subsection 80.4(6) of the Pension Benefits Act, R.S.O. 1990 (the “PBA”) on behalf of all employees in the bargaining unit represented by the Union who are members of the Retirement Plan of University of Guelph (the “Plan”) for the conversion of the Plan to the UPP under section 80.4 of the PBA, including the transfer of the Plan’s assets and liabilities to the UPP, the UPP to be a jointly sponsored pension plan as defined in and for the purposes of the PBA;

AND WHEREAS it is anticipated that employees in the bargaining unit who are active members of the Plan shall commence accruing pensionable service under and making contributions to the UPP effective July 1, 2021 or such later date that the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario approves a transfer of the assets from the Plan to the UPP (the “UPP Conversion Date”);

AND WHEREAS the parties recognize and agree that the Union’s consent under section 80.4(6) of the PBA to the conversion of the Plan to the UPP

on the UPP Conversion Date will necessitate amendments to the renewal collective agreement to remove provisions related to the Retirement Plan of the University of Guelph which will cease to apply to employees in the bargaining unit represented by the Union and to add new provisions to the collective agreement related to the fact that the UPP which will be administered pursuant to and in accordance with the relevant provisions of the PBA, the UPP plan text and other related UPP documents and administered by the UPP Sponsors and Board of Trustees, with decision-making authority and responsibility for the UPP allocated to the UPP Sponsors;

AND WHEREAS the terms and conditions of this LOA are substantially similar to the terms of “PBA Consent Agreements” between the University and: the University of Guelph Faculty Association (Unit 1), the University of Guelph Faculty Association (Unit 2), the United Steelworkers Local 4120, the United Steelworkers Local 4120 (TESL), OSSTF/TARA District 35, Ontario Public Service Employees Union Local 231, Unifor Local 2003E, the University of Guelph Food Service Employees’ Association (Unit 1), the University of Guelph Food Service Employees’ Association (Unit 2), and the Ontario Nurses’ Association Local 15;

AND WHEREAS the parties agree that this LOA will form part of the renewal collective agreement and any and all subsequent collective agreements between the University and the Union so long as employees in the bargaining unit represented by the Union are members of the UPP on and after the Conversion Date;

NOW THEREFORE the parties agree as follows:

1. Participation in the UPP

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP (“Contingent UPP Members”), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the “UG Conversion Date”).
- (b) Employees who become members of the Plan, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the UG Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UG Conversion Date cease to exist as a separate pension plan.
- (d) Employees who are not members of the Plan as of the UG Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the Milestones Agreement dated October 18, 2018, as amended

from time to time in writing, and such other written terms as are provided under the definitive documentation establishing the UPP.

2. Member/employer contributions under the UPP

On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

9.2% of Pensionable Salary up to the YMPE; and

11.5% of Pensionable Salary over the YMPE

3. Pension Contribution Offset

Effective on the UG Conversion Date, and upon the implementation of the increase in member contributions set out under paragraph 2 above, a one-time adjustment of one percent (1%) will be applied to the wage grid in Schedule A of the Collective Agreement in effect at that time. This one time adjustment is fully conditional upon the conversion of the Plan to the UPP.

4. Amendments to the Collective Agreement

On or before the UG Conversion Date, and effective as of the UG Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the UG Conversion Date will be deemed for all purposes to be amended in a

manner and to the extent necessary to reflect all of the terms and conditions of this LOA, including, without limiting the generality of the foregoing:

(a) The following will be deemed deleted from the CUPE 1334 Unit # 1 Collective agreement for all purposes or, equivalently, considered null and void and of no force or effect whatsoever;


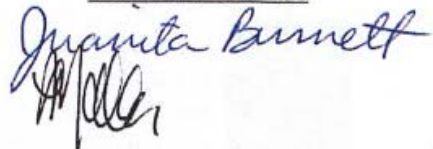
i) Schedule B – Pension

(b) The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UG Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the UPP Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

(c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

5. Enforcement of the LOA

This LOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UG Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator-arbitrator of any issues related to the interpretation, application, administration or alleged violation of this LOA. If William Kaplan is unable or unwilling to serve as mediator-arbitrator than Eli Gedalof shall be seized as mediator-arbitrator.

For the University

For CUPE 1334 Unit 1

Signed this 24th day of August 2020, at Guelph, Ontario