

Memorandum of Agreement
(this "Agreement")

Between
The University of Guelph
(the "University")

And
The Canadian Union of Public Employees Local 1334
(the "Union")

(together "the Parties")

Re: Renewal Collective Agreement

1. The University and Union bargaining teams have tentatively agreed to the Articles, Appendices, Schedules, Letters and Memorandums, attached hereto, (the "Renewal Collective Agreement");
2. The Parties agree to the terms of this Agreement as constituting the full and final settlement of all matters in dispute of this renewal collective agreement;
3. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement with complete acceptance of the terms of this Agreement;
4. The Parties agree that unless stipulated otherwise, all terms and conditions of this Agreement are deemed effective as of the date of ratification and shall apply to all members of the bargaining unit;
5. Payments made pursuant to this Collective Agreement will be made within thirty (30) days of the ratification date to all active bargaining unit members as of the date of ratification;
6. Bargaining unit members who retired from the University during the period between May 1, 2016 up to and including the date of ratification will receive the appropriate prorated retroactive amount associated with the across the board adjustment, less applicable deductions. Such payments will not result in any adjustment to pension benefits;
7. The Parties agree to make the necessary housekeeping amendments to the Renewal Collective Agreement in order to give effect to the overall intentions of the Parties;
8. The Parties agree that the terms of the previous Collective Agreement shall continue unless amended by this Memorandum of Agreement and the signed off provisions which are attached herein;
9. The University revokes its notification of intention to contract out as tabled on November 10, 2016;
10. The Union withdraws Policy Grievance 1334-656;
11. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

For the University

For the Union

Brent Harwood
As on Pollock
Katherine Thorne
Steve Nymon

J. Jolk-Dawson
Michelle
Alb
Wright
Bob Kyrill

Signed this 11th day of Mar 2017, at Guelph, Ontario

LETTER OF UNDERSTANDING #1 - HEALTH AND PERFORMANCE CENTRE

The University shall, on a one-time only basis (subject to program continuance and program availability) during the life of this Collective Agreement, reimburse CUPE 1334 members for seventy-five percent (75%) of the cost of one (1) of the following consultation programs offered at the University of Guelph, Health and Performance Centre (One Program Only):

- "Gold Package – Fitness and Nutrition Success Program"
- "Silver Package – Fitness and Nutrition Success Program"
- "Bronze Package – Fitness and Nutrition Success Program"
- "Weight Watchers – 14 Week or 20 Week "At Work Program"

It is agreed that a change in title of the programs specified shall not impact on the commitments made in this Letter of Understanding, provided that the majority of the subject matter and content of the new program offerings remain similar to those contained herein.

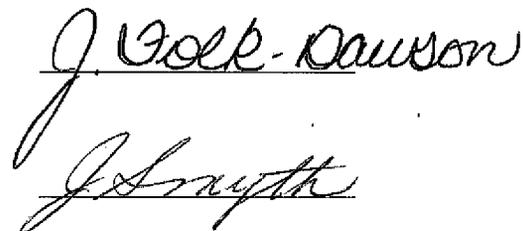
Notes: The numbering of Articles is subject to final review
Renew without amendment or modification

For the University



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For the Union



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Signed this 16 day of NOV 2016, in Guelph, Ontario, at 3:00 pm

LETTER OF UNDERSTANDING #2 – LOCAL HEALTH AND SAFETY COMMITTEES

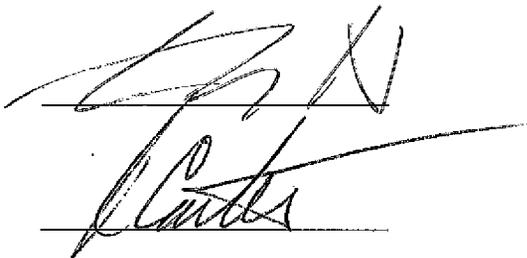
During the 2013 round of collective bargaining the parties discussed their shared responsibilities under the Occupational Health and Safety Act and Union concerns that a number of its health and safety issues had not been adequately addressed through the Local Joint Health and Safety Committee. Both parties reaffirmed their commitment to provide a safe and healthy workplace for employees, which begins with employees identifying health and safety concerns first with their immediate supervisor. The parties further agreed that issues not resolved at the supervisory level are best addressed in a prompt and cooperative manner through the current structure, via the Local Joint Health and Safety Committee.

As a result of these discussions, the parties reaffirmed their commitment to the function of the Local Joint Health and Safety Committee in accordance with the Central Joint Health and Safety Committee terms of reference.

Such commitment includes developing an effective resolution process for health and safety concerns in compliance with the University of Guelph Central Joint Health and Safety Committee Terms of Reference. Physical Resources and Student Housing Local Joint Health and Safety Committee meetings shall be convened at least quarterly. Minutes of such meetings shall be posted within ten (10) days in the applicable work areas, with a copy to the Union and a copy forwarded to the Central Joint Health and Safety Committee, and where appropriate, for inclusion at their next scheduled meeting.

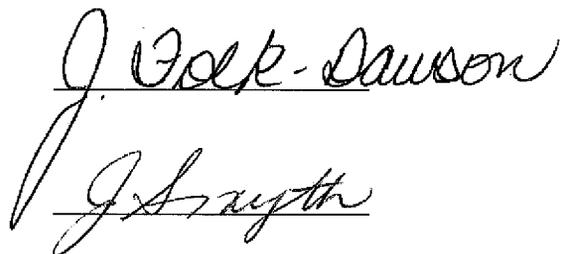
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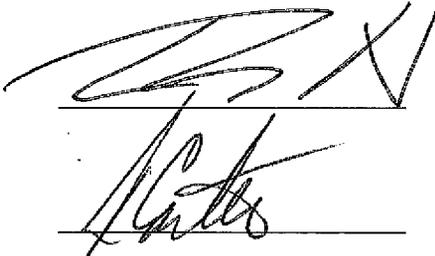
LETTER OF AGREEMENT #1 – PENSION

During the term of this agreement, and as long as CUPE 1334 does not have a representative on the Pension Committee of the Board of Governors, the parties will meet once per contract year to review and discuss information relevant to the pension plan(s), including plan text amendments, actuarial valuation reports, financial statements, annual information returns and other documents filed with the pension regulatory authorities. The parties will establish an agenda in advance of such meetings in order to determine the relevant information required for discussion.

The University will advise the Union of its intention to file an actuarial valuation report and, as soon as practicable before filing, meet with the Union to discuss the valuation. It is recognized that if a mutually agreeable meeting time cannot be arranged prior to filing, this will not impact or delay the University's filing process. The University will provide the Union a copy of the actuarial valuation report following such filing.

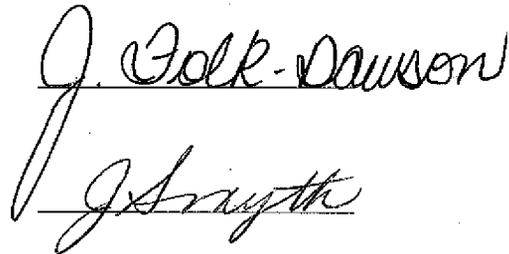
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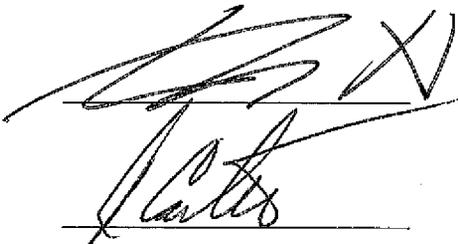
LETTER OF AGREEMENT #3 – ENVIRONMENTAL HEALTH AND SAFETY COURSE OFFERINGS

Further to Collective Bargaining the parties agree to enter into discussions during the term of the renewal agreement to address concerns raised by the Union with the current training offerings through Environmental Health and Safety and explore options for potential enhancements, which may include identifying joint training opportunities between the University and the Union.

In addition, Environmental Health and Safety will encourage feedback through the use of evaluations of course offerings. Should the Union raise any concerns regarding a particular course, the University will review the evaluations of such course with the Union at a meeting specifically convened for that issue.

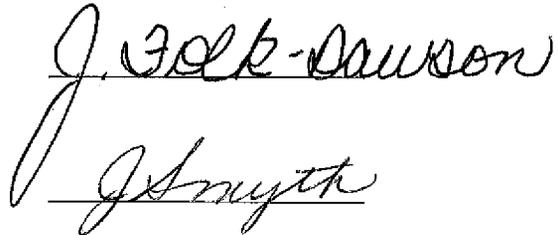
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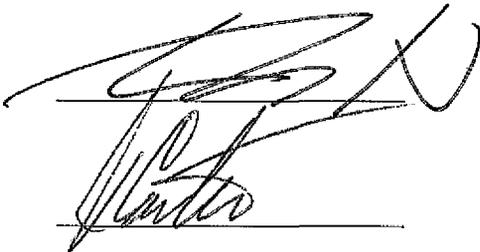
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LETTER OF AGREEMENT #8 – JOINT CONSULTATION

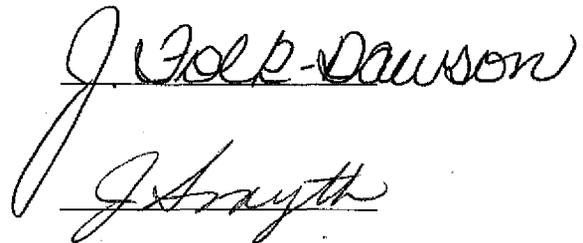
The University and the Union acknowledge the benefits of joint consultation as it relates to the fiscal challenges of the University with the aim of minimizing potential negative impacts on the bargaining unit through proactive exchange. The University and the Union have agreed to continue discussions in this regard during the life of the renewal Collective Agreement within existing forums. Such forums may include but are not limited to the Labour Management Committee (LMC) or, when appropriate, the semesterly forum sponsored by the University President.

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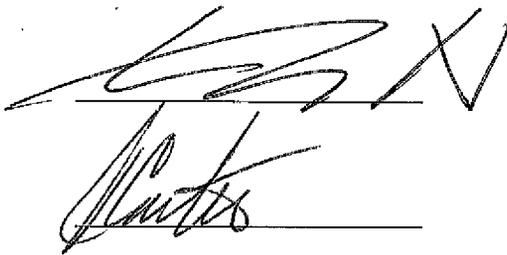
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STATEMENT ON PLAN TEXT AMENDMENTS

For the term of this Agreement, pension plan text amendments (except those required by legislation) for the Retirement Plan or the Non-Professional Plan, which would modify benefit levels of the plans for the members of CUPE 1334 shall require the written agreement of CUPE 1334.

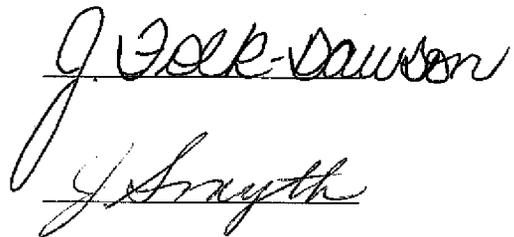
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APPENDIX "A"

CUPE 1334 and the University of Guelph Joint Return to Work Committee

Terms of Reference

Objective: To assist in an early and safe return to meaningful work of an employee who has been absent due to WSIB Lost Time; short-term sick-leave; long term disability and bona fide medical requests for workplace accommodation.

1. Membership: Committee membership will be comprised as follows:
 - a. Up to and as required three (3) members from the bargaining unit (designated by the local).
 - b. Up to and as required three (3) members from the management group (designated by the University). One of which will be the Occupational Health and Wellness Administrator.
 - c. Each party will be responsible for establishing their Co-chairs.
 - d. In the interests of consistency, normally committee members will be expected to serve a minimum of two (2) years.
2. The committee will meet as required or within five (5) days of a request by either co-chair.
3. The "Return to Work" flowchart, as attached, will guide the Committee's deliberations.
4. In order to meet its objective, the Committee will utilize the applicable and appropriate legislation and correspondence and other relevant information as related to the specific case including: doctors recommendation, advice as provided by Occupation Health Services, and the applicable provisions of the Collective Agreement.
5. The Committee will act in the capacity of facilitator/mediator in assisting to resolve case-specific return-to-work issues. The Committee may request the assistance of the employees' supervisor and other resources (both internal and external) to assist them.
6. Orientation and on-going training (as identified by the Committee) will be provided through Occupational Health Services.
7. All matters, information and Committee discussion, will be held in a confidential manner.
8. The Committee will have the authority to develop specific guidelines including defining functions, roles and responsibilities of the Committee, employees and supervisors.

It is understood that the Joint Return to Work Committee meetings will be held during regular University working hours at no loss of pay to committee members

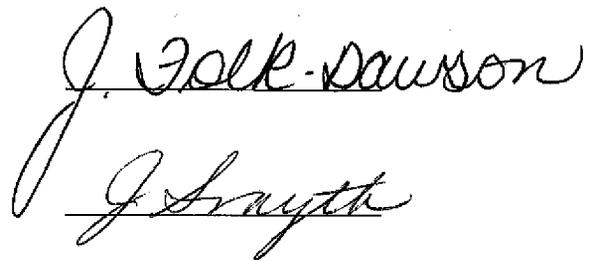
Return to Work - Status Quo 

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For the University



For the Union



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ARTICLE 1 – DEFINITIONS

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.~~

1.02 **Gender neutral nouns, pronouns and adjectives shall be used in this agreement to replace any gender identifications**

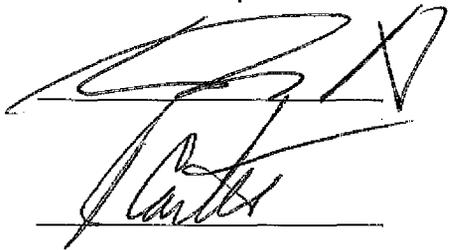
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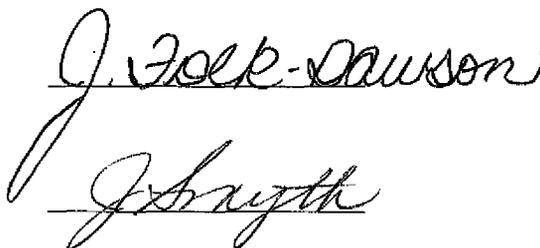
* **This will not result in any changes to entitlements under the Collective Agreement.**

* **The parties will amend the Collective Agreement as drafted to reflect this provision.**

For the University



For the Union



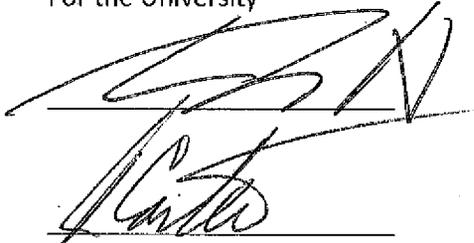
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ARTICLE 5 – RELATIONSHIP

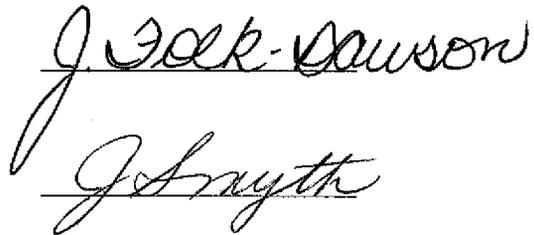
5.01 (a) The parties to this Agreement agree that there shall be no harassment, discrimination, intimidation, restraint, or coercion exercised in any respect against any employees such as that of age, disability, race, creed, colour, national origin, record of offences unless the record of offence is a reasonable and bonafide requirement or qualification because of the nature of the job, religious belief, political affiliation or activity, sex, **gender identity, gender expression,** class back-ground, ~~marital~~ **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.

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Article 11 – ARBITRATION PROCEDURE

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):

11.02 (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 the 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.~~

11.05

The Arbitration Board **An Arbitrator** 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

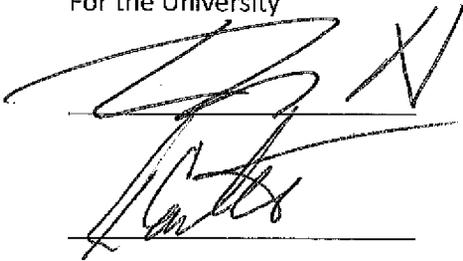
~~The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson~~ **The decision of an Arbitrator** will be final and binding upon the parties hereto and the employee or employees concerned.

11.07

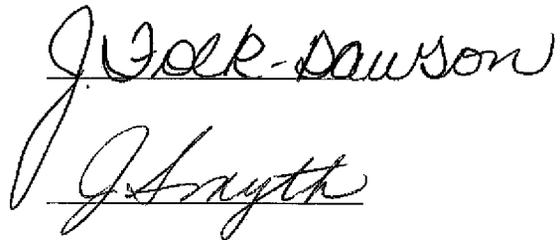
Each of the parties hereto will **jointly** bear the expense of the Arbitrator appointed, by it and the parties will jointly bear the expense, if any, of the Chairperson of the Arbitration Board.

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For the University



For the Union



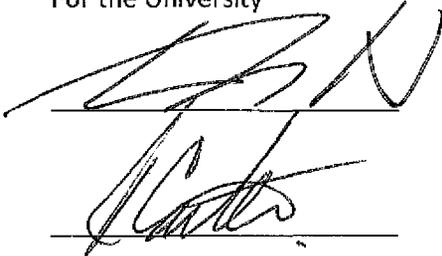
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ARTICLE 20.01 – UNION STEWARDS AND COMMITTEES

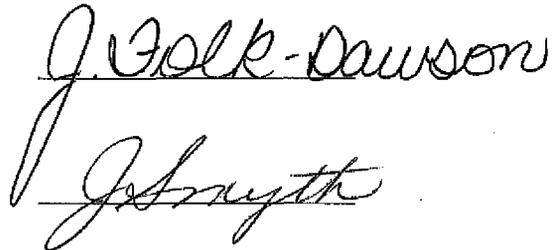
20.01 The University agrees to recognize not more than twenty-five (25) Union Stewards selected by the Union from among employees who have completed their probationary period, ~~two (2)~~ **three (3)** of whom may be the Chief Steward, **Deputy Chief Steward Days** and Deputy Chief Steward **Nights**. The number of stewards may be increased by mutual agreement. Stewards may also perform the function of health and safety representatives.

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~~RECLASSIFICATION OF BUILDING MECHANIC 2 (BM2)~~

~~TO BUILDING MECHANIC 3 (BM3)~~

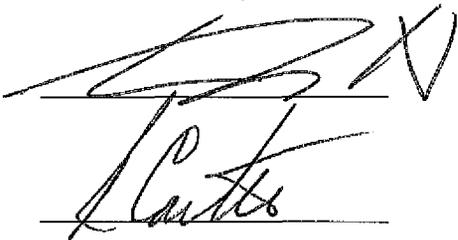
~~Building Mechanic 2's (BM2) who complete 5 years of continuous service as a BM2 and have completed the following courses:~~

- ~~• Industrial Maintenance Mechanic Program with Millwright Certification or Building Maintenance Mechanic Apprenticeship Program~~
- ~~• Building and Environmental Systems Operator Class II Certificate~~

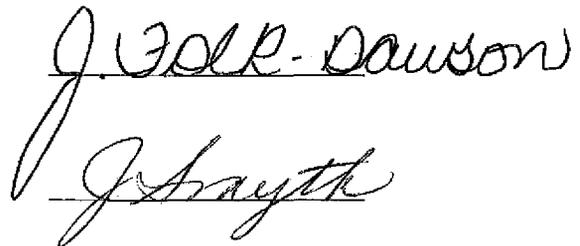
~~will receive, in addition to his/her hourly rate, a \$1.00/hour education premium and will be reclassified to Building Mechanic 3~~

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Memorandum of Understanding # 1 – Scholarship Plan

Further to the Collective Agreement between the Canadian Union of Public Employees, Local 1334, and the University of Guelph, it is agreed that an amount of 0.25 percent of the total salary budget will be deferred for a scholarship plan, available to dependent children and spouse of:

- a) regular full-time employees;
- b) retired or deceased employees; and,
- c) employees receiving long term disability payments or WSIB benefits.

Dependent means child of the employee, less than 26 years of age and dependent for support on such employee. The following will also be considered children of the employee; persons the employee is adopting during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is the legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who had this condition and was a dependent of the employee before the age of 26. Spouse included a legal spouse, common-law spouse or same-sex partner.

The University will award scholarships for up to eight (8) semesters of undergraduate degree or associate diploma or graduate program at the University of Guelph and Guelph-Humber partnership courses. Scholarship payment amounts shall not exceed Tuition fees not exceeding those of for the Bachelor of Arts program, will be paid by the University for up to eight semesters for undergraduate degree or associate diploma program of the University of Guelph-Humber partnership courses. (Note: "Dependent child" is defined as a natural child, step child, adopted child or ward for whom the employee is entitled to claim an exemption under the Income Tax Act and for whom the employee provides regular support.)

Dependent children may be eligible for a scholarship only if they will be enrolled in full-time studies. The definition of "full-time" applied to this plan is that used in administering the Ontario Student Assistance Program (OSAP); that is, students registered in a minimum of 1.5 credits ~~three, four or five courses~~ per semester.

Dependent students who have a disability as defined by Section 10 (1) of the Ontario Human Rights Code that preclude them from registering for the minimum course requirements may request accommodation through Student Accessibility Services (SAS) pursuant to the University's Policy on Academic Accommodation for Students with Disabilities, the Human Rights Policy. Such eligible students will receive the equivalent of eight (8) full-time tuition payments.

Dependent children must qualify for a scholarship by satisfying the University's entrance requirements, either by meeting the academic standards of the program in which they are to be enrolled **and must continue to satisfy the academic continuation requirements of their program.** ~~or possessing a minimum overall scholastic average of 70 percent upon admission, whichever is higher. Students admitted to a program who do not meet the scholarship requirement may become eligible by satisfying the academic continuation requirements of their program plus obtaining a minimum two semester cumulative average of 70 percent. In courses students will maintain their scholarships by satisfying the academic continuation requirements of their program.~~

Dependent children wishing to receive a scholarship for any semester during the academic year of August 1 – July 31 must apply to the Student Awards Section of the Registrar's Office by August 1 of that

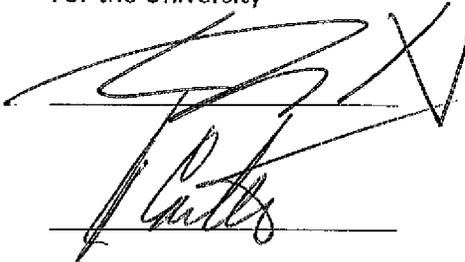
year. At the beginning of each semester, after registration has been confirmed, scholarship cheques will be sent to successful students. One hundred percent (100%) of eligible children's tuition shall be funded and the pool of funds remaining in each semester shall be used to fund tuition for eligible spouses on an equal basis, up to a maximum of the B.A. tuition rate.

When an employee to whom this plan applies terminates employment, children eligible at the effective date of termination may receive the scholarship for an additional two **(2)** semesters.

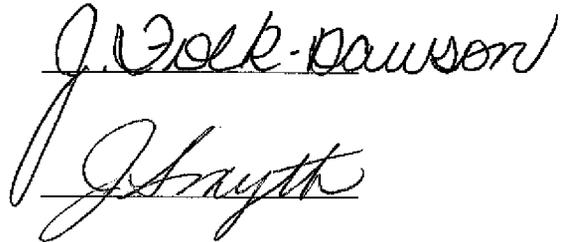
Should the University enter into reciprocal arrangements with other universities having similar plans, children who qualify under the University's scholarship plan may apply to the Registrar of the reciprocating institution with notification to the Students Awards section of the University of Guelph. It is further understood that the above-mentioned funds will be available for Canadian Union of Public Employees members only (i.e. dependents as defined). ~~Dependent means child of the employee, less than 26 years of age and dependent for support on such employee. The following will also be considered children of the employee; persons the employee is adopting during the period of probation; stepchildren of the employee; and persons related to the employee by blood or marriage, or for whom the employee is the legal guardian. The restriction of 25 years does not apply to a physically or mentally disabled child who is over 25 years of age and who had this condition and was a dependent of the employee before the age of 26. Spouse included a legal spouse, common-law spouse or same sex partner. (relocated above for clarity)~~

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MEMORANDUM OF UNDERSTANDING #2 – SELF FUNDED LEAVE

The University of Guelph has a self-funded leave plan for regular full-time employees represented by CUPE 1334. If you are eligible, the plan gives you an opportunity to fund a leave of absence by deferring a portion of your salary, which will then be paid to you at the time of the leave. In accordance with the Income Tax Act of Canada, you are entitled to defer taxes on the deferred salary until the leave period.

How It Works

Under this plan, you may apply for a leave of absence of up to twelve (12) months. To fund this leave, a portion of your annual salary (up to thirty-three and one-third percent (33 1/3%)) would be held in an interest bearing account. At the end of a specified period, you would go on leave of absence and be paid the amount set aside in the account.

For example, you may choose to work for three (3) years at seventy-five percent (75%) of your normal salary. The remaining twenty-five percent (25%) would be deposited in an interest-bearing account. In year four (4), you would go on leave and receive the amount set aside in the previous years. (In this case, seventy-five percent (75%) of annual salary).

During the deferral period, you would only pay tax on the amount actually received rather than on the amount earned. In the example above, you would be taxed on seventy-five percent (75%) of salary for four (4) years rather than one hundred percent (100%) for three (3). This could result in less total tax on the same total salary.

The chart below provides some further examples of possible deferral options. Please contact the Compensation and Benefits Department for further details.

Examples of Salary Deferral Options for Annual Salary of \$30,000:

Period of deferral in years	Salary deferral per year	Annual salary payable in deferral period	Annual Salary payable in leave of 1 year
1	33 1/3% = \$10,000	66 2/3% = \$20,000	33 1/3% = \$10,000
2	33 1/3% = \$10,000	66 2/3% = \$20,000	66 2/3% = \$20,000
2	25% = \$7,500	75% = \$22,500	50% = \$15,000
3	25% = \$7,500	75% = \$22,500	75% = \$22,500
3	20% = \$6,000	80% = \$24,000	60% = \$18,000
4	20% = \$6,000	80% = \$24,000	80% = \$24,000
4	25% = \$7,500	75% = \$22,500	100% = \$30,000
5	20% = \$6,000	80% = \$24,000	100% = \$30,000
5	15% = \$4,500	85% = \$25,500	75% = \$22,500
6	10% = \$3,000	90% = \$27,000	60% = \$18,000
6	15% = \$4,500	85% = \$25,500	90% = \$27,000

The following describes the terms and conditions of this plan in detail.

Eligibility

The plan is available to regular full-time employees (employee classification code B), eighteen (18) months after completing the probationary period.

Application

It is recommended that all the implications of the self-funded leave plan be fully understood before you apply. It is therefore important to meet with a member of the Human Resources Compensation and Benefits staff before applying.

An application to participate in the plan must be made in writing to your department's supervisor. It will then be forwarded to the appropriate dean, librarian, director or vice-president for review. The self-funded leave will be granted only if, in the opinion of the department supervisor, the job can be adequately filled in your absence. If approved, the application will then be forwarded to the Assistant Vice-President Human Resources for implementation.

If you are promoted or transferred to a different department during the deferral period, your continued participation in the plan is subject to the approval of your new Supervisor.

Salary Deferral

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third percent (33 1/3%) of your annual salary. The deferred salary will be held in a separate account for you in a bank or trust company chosen by the University of Guelph. Interest will be credited to your account monthly. The accumulated interest will be paid and reported to you each year during the deferral period.

The interest on this account is taxable in the calendar year it is earned and the amount must be reported by you on your personal income tax return for that year. The amount of interest earned will be reported to you and to Revenue Canada on a T5 form.

Duration of Leave

The leave must start within six (6) years of the date of the first salary deferral. The leave can be as short as three (3) consecutive months if the purpose of the leave is to permit the full-time attendance at a designated educational institution, otherwise the leave must be a minimum of six (6) consecutive months. The leave can be as long as twelve (12) months.

During the leave, you may not be employed by the University in any capacity even if that employment is casual and unrelated to your normal duties.

Payment of the Deferred Salary

The deferred salary will be paid to you in equal monthly installments. For example, if you have saved forty percent (40%) of your annual salary and have chosen to take a six (6) month leave, the deferred amount will be paid to you in equal installments over six (6) months; (your normal salary from the University will cease for the duration of your self-funded leave).

Return from Leave

Upon returning from your leave of absence, you have the right to return to the same or equivalent position you held prior to going on leave of absence without loss of salary or seniority. Your vacation and sick leave balance that has accumulated before your leave will be reinstated.

Cancellation of Leave

Employees who join the plan must follow through on their commitment. However, in unforeseen or extenuating circumstances, such as a promotion or transfer to a new job, you may withdraw from the plan up to three (3) months before the date of the scheduled leave. Your department supervisor and the Assistant Vice-President Human Resources must be informed in writing of your intention to withdraw from the plan. On leaving the plan, you will receive the amount of salary accumulated (less tax) plus any interest not already paid. Withdrawal from the plan will not prevent you from reapplying at a later date.

Should you die while participating in the plan, any balance in your account at the time of death will be paid to your estate.

Benefit Coverage

During the Salary Deferral Period

- You will continue to contribute to the Pension Plan based on your full one hundred percent (100%) salary.
- Income Tax and both employee and employer Canada Pension Plan contribution will be based on your reduced salary.
- Employment Insurance contributions will be based on your full one hundred percent (100%) salary.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary and normal cost-sharing arrangements will apply.
- Major Medical and Dental Insurance premiums will be deducted, and the normal cost-sharing arrangements will apply.
- Vacation credits, sick leave and seniority will accumulate as if you are receiving one hundred percent (100%) of salary.

During the Leave Period

- You will continue to contribute to the Pension Plan on your full one hundred percent (100%) salary.
- Income Tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Parental Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Compensation and Benefits Department for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary. Normal cost-sharing arrangements will apply. If you become disabled during the leave period your sick leave payments and long term disability elimination period will commence upon the scheduled completion of your leave, assuming you are disabled at that time.
- Major Medical and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.

- You will remain eligible for any base wage adjustments while in full-time employment.
- Vacation will not accumulate and cannot be used after the first month of the leave.
- Sick Leave cannot be used during any period of the leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the period of leave.

Other Matters

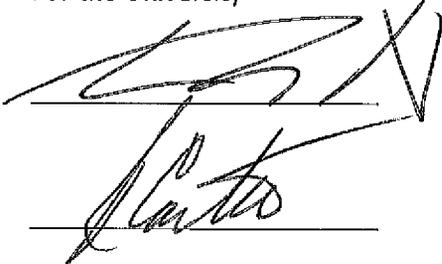
The University intends to maintain this plan in force indefinitely, but retains the right to amend or discontinue this plan in whole or in part at any time. However, no amendments to this plan initiated by the University will reduce the benefits accruing to you if you are enrolled in this plan at the time of the amendment.

Notes: The numbering of Articles is subject to final review

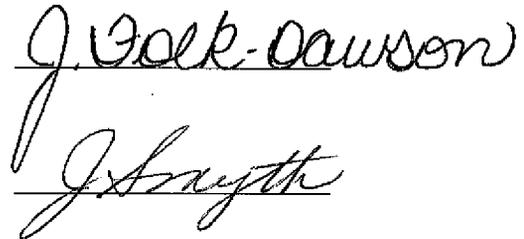
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

* **Memorandum to be revised to reflect the average bargaining unit hourly rate, annualized.**

For the University



For the Union



Signed this 16 day of Nov 2016, in Guelph, Ontario, at 3:00 am/pm

LETTER OF AGREEMENT #5 – EARLY RETIREMENT SUBSIDY

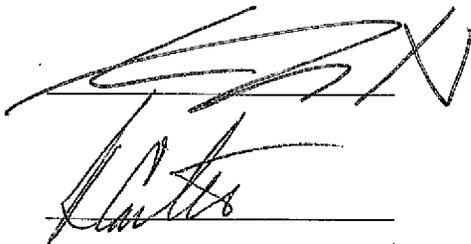
~~Effective on ratification of the agreement, the Pension Plan will be amended to eliminate the following portion of Section 9.02 Early Retirement, Section (c)(ii):~~

~~"... provided, however, that such reduction shall not apply if the Member has attained age sixty (60) and his retirement is request by the University." and furthermore the University will cease the practice of inviting and approving Applications for Retirement under the Rule of 60. Effective on ratification, no member shall be eligible for unreduced early retirement solely on the basis of being 60 years of age or older.~~

The University agrees to a discussion of providing a temporary window of ninety (90) days equivalent to the "Rule of 60" at the first round of bargaining subsequent to the Plan reaching a solvency funding ratio of at least 100%.

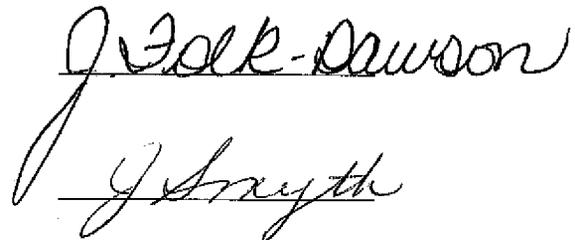
Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



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For the Union



Two handwritten signatures for the Union, one above the other, each on a horizontal line.

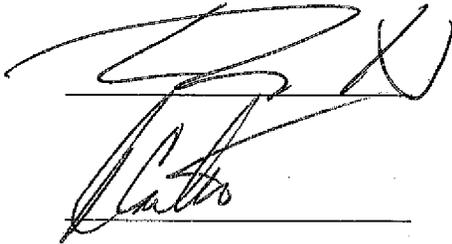
Signed this 16 day of NOV 2016, in Guelph, Ontario, at 3:00 am/pm

Article 16.05 – Paid Holidays

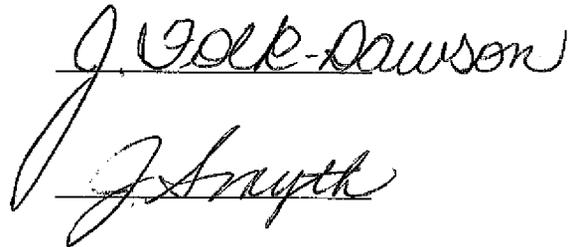
16.05 In the event that one or more of the foregoing holidays occurs during an employee's vacation period, the employee shall receive, in addition to vacation pay, any holiday pay to which the employee may be entitled, or an equivalent amount of time off in lieu of the holiday pay, **operational requirements permitting** ~~to be taken at a time convenient to the University.~~ The employee may request such equivalent time off and the University will make every reasonable effort to grant it in accordance with the employee's wishes.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



For the Union



Signed this 16 day of Nov 2016, in Guelph, Ontario, at 3:30 am/pm

Article 22.04 – Meal Allowance

When an employee has not been provided with a meal from the University or a contractor, it is agreed that a meal allowance up to a maximum of ~~\$10.00~~ **\$15.00** including tax will be paid to an employee who works more than ten (10) consecutive hours (exclusive of meal breaks and rest periods) at the supervisor's request. The meal allowance will be granted only in cases where the employee was not given at least sixteen (16) hours prior notice of working such consecutive hours of work. In extenuating circumstances, and the discretion of the employee's supervisor, the meal allowance may be provided even if the employee received at least sixteen (16) hours notice of such overtime.

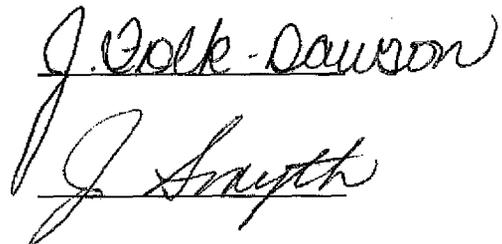
Notes: The numbering of Articles is subject to final review

Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



For the Union



Signed this 17th day of February 2016, in Guelph, Ontario, at 1:30 am/pm

2017
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Article 23.08 – Overtime

23.08 (a) An employee called by management or Security Services for the purpose of soliciting information in an emergency outside ~~his/her~~ **their** scheduled shift and without previous notice, shall be paid one (1) hour shift straight time.

(b) In cases where a Controls Technician has been provided with the Building Automation System (BAS) technology to enable them to resolve problems from home, eliminating the need to attend the workplace, they will be provided with three (3) hours paid at their regular hourly rate.

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For the University




For the Union




Signed this 17th day of Feb 2016, in Guelph, Ontario, at 1:30 am/pm

2017

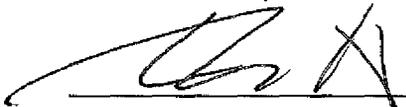


New Letter of Understanding #TBD – LTD Application Packages

Further to discussions during the negotiation of the 2016 renewal collective agreement, the University agrees to continue the current practice of issuing a Long Term Disability Application package to an employee absent from work for reasons of total disability on or around their sixth (6) consecutive week of absence. A package will not be sent in a case where an employee has provided information that supports a prognosis for a return to work during the long term disability elimination period.

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For the University





For the Union





Signed this 17th day of Feb 2016, in Guelph, Ontario, at 1:30 am/pm

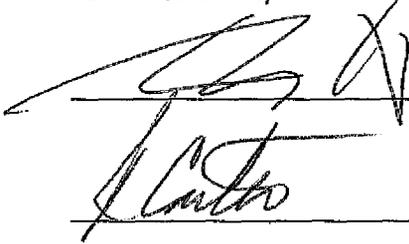
2017


New Letter of Agreement #TBD – Transportation to Medical Facilities

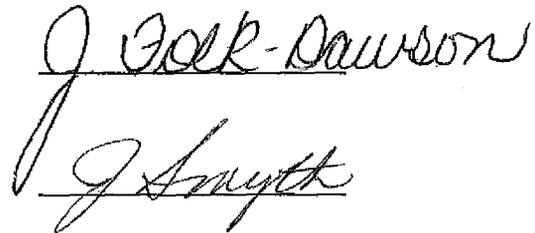
The University will continue its practice of arranging for transportation for ill/injured employees who require emergency treatment at a medical facility within city limits. Except in cases of emergency when an ambulance is required, the decision as to the method of transportation (i.e. a taxi or transportation by a family member) will generally rest with the University's Occupational Health and Wellness unit, or in the case where emergency occurs outside of normal operating hours, the employee's immediate supervisor. Taxi fare costs incurred under this letter will be covered at the expense of the University.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



For the Union



Signed this 17th day of Feb 2016, in Guelph, Ontario, at 1:30 -am/pm

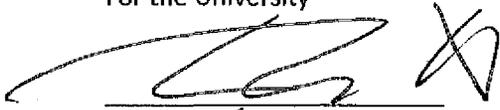
2017

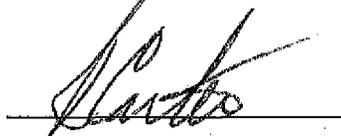

Article 14.01

- (a) The University shall endeavour, 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.
- (b) **Employees are encouraged to utilize accrued and unused vacation in advance of requesting leave without pay. Requests for such leave will be granted with good reason, subject to operational requirements being met.**

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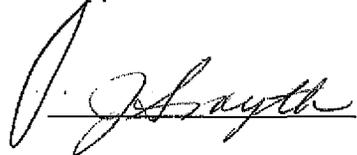
For the University





For the Union





Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

Article 14.02 (c) – Leave of Absence

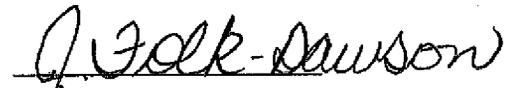
14.02 (c) The University will provide an additional ~~eight (8)~~ **twelve (12)** hours of paid leave to the Union to be used by bargaining unit persons for the purpose of providing local representation at the May Day "rock ceremony". The Union will provide the Director of Staff Relations, or designate, with no less than one (1) week advance notification of the names of the bargaining unit persons it has designated to attend such ceremony, with authorized release subject to the operational requirements of the University.

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For the University




For the Union




Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

Article 14.15 – Family Responsibility Time

14.15 Family Responsibility Time:

The provision of family responsibility time (FRT), separate from sick leave, vacation leave, and paid personal leave (PPL), is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.

1. The operational requirements of the University must be met. However, the University recognizes that effort is required to accommodate requests for family responsibility time.

2. ~~Seven (7)~~ **ten (10)** days per calendar year of family responsibility time (FRT) will be provided to all regular full-time employees. **Two (2) days of family responsibility time (FRT) will be provided to temporary employees.** Employees may use the time in amounts not less than one hour, and, if possible, should request the time in advance. The time will be granted unless precluded by operational requirements.

3. Family responsibility time is available on a "borrow" basis, to be repaid by mutual agreement between an employee and supervisor. For example, an employee may repay family responsibility time by charging this time against any banked lieu time or by starting earlier or working late (if approved in advanced by his/her supervisor). If approved in advance and so directed by his/her supervisor, upon arrival an employee will check in with Campus Police and will check out upon departure. This time is not considered as "overtime" and does not accrue at the overtime rate. Only when an employee is requested by his/her supervisor to work approved overtime, will the time be calculated at the appropriate overtime rate (and may be applied toward any outstanding FRT balance due).

4. Unused family responsibility time does not accumulate from one year to the next. An employee must repay all outstanding time by March 1 of the following year **failing which any remaining amount will be deducted from a regular full time employee's annual vacation allotment or through a mutually agreeable**

repayment plan. A temporary full time employee with outstanding time owing at time of termination will have the such amount deducted from their final pay.

5. In addition to family responsibility time, employees may apply for an unpaid leave of absence as outline in Article 14.01, to accommodate their family responsibilities.

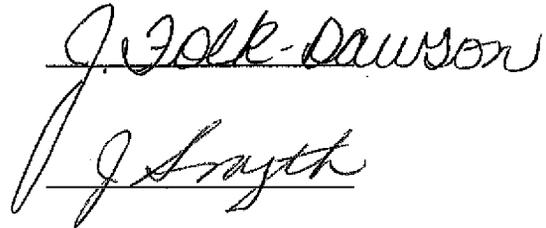
Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



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For the Union



Two handwritten signatures for the Union, each on a separate line.

Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

Article 14.17 – Paid Personal Leave (PPL)

14.17 Paid Personal Leave (PPL)

(a) Commencing January 1st of each year, a regular full-time employee shall be allowed up to three (3) paid personal days per calendar year. Such leave is to provide emergency time off without loss of pay, excluding premiums, for extraordinary or unanticipated circumstances that may arise in an employees' personal life or to attend doctors' appointments which cannot be scheduled outside of normal working hours. A request for paid personal leave is to be made in writing directly to the employee's immediate Supervisor, or designate, in advance of the leave being taken, or in the case of an emergency, immediately following an employee's return from such leave.

(b) Approval of such leave is subject to the operational requirements of the unit, which shall not be unreasonably withheld. Notwithstanding the foregoing, the Supervisor, or designate, shall make every effort to authorize a paid personal leave request to attend to an emergency situation.

(c) Paid personal leave may also be available to observe obligatory religious holy days. A regular full-time employee requesting paid personal leave for this purpose shall make a written request to their Supervisor, or designate, no less than two (2) weeks in advance of the date of observance. **A temporary full-time employee with more than six (6) months of continuous services will be provided one (1) day of paid personal leave annually for the purposes of observing an obligatory religious holiday pursuant to the requirements of this clause.**

(d) Paid personal leave does not accrue from one (1) calendar year to another, and may not be taken in units of less than one (1) hour.

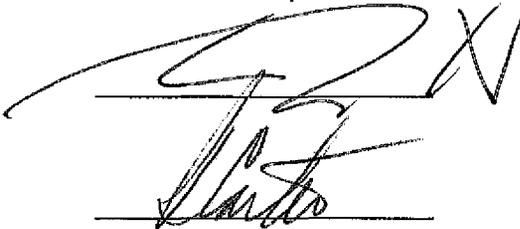
(e) The Supervisor, or designate, reserves the right to request information that it reasonably requires to authorize the leave. Information which an employee identifies as being confidential in nature will be disclosed only on a need to know basis with designated members of the University and the Union, as so required.

(f) If denied, the reasons for withholding paid personal leave shall be given in writing to the employee.

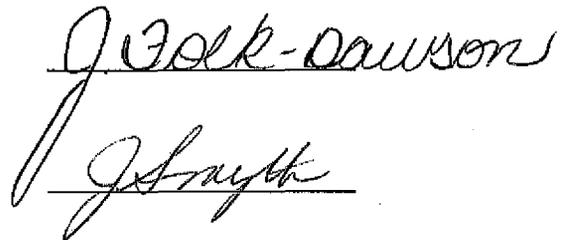
(g) An employee shall not be permitted to use paid personal leave for the purposes of extending vacation on the day prior to or following a paid holiday.

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For the University



For the Union



Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9.30 am/pm

Article 20.04 – Union Stewards and Committees

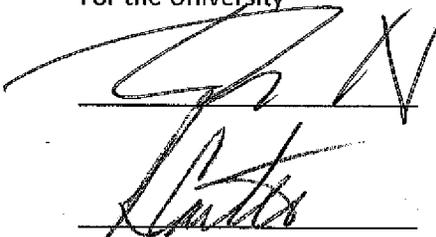
20.04 (a) It is understood that a Steward or Committee person has regular work to perform and that if it is necessary to service a grievance during working hours, he or she will not leave his or her work without first obtaining the permission of the immediate supervisor which shall not be unreasonably withheld. He or she shall state the destination to the immediate supervisor and shall report again to the supervisor at the time of his or her return to work.

(b) **The Union will make every reasonable effort to ensure that union or committee activities are distributed amongst steward and/or committee persons in a manner as to minimize the strain on any one operational unit.**

20.05 The Union shall ~~keep the University informed in writing of~~ **will submit in writing to the Director of Staff Relations annually, on or around December 1st the names, and positions, and immediate supervisors,** of its Local Executive, ~~and of the Stewards and Committee members,~~ **and any revisions as and when required.** The effective date of appointment shall be included in such notification.

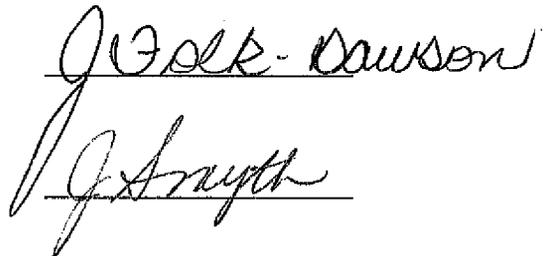
Notes: The numbering of Articles is subject to final review
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For the University



Two handwritten signatures for the University, one above the other, both written in black ink.

For the Union



Two handwritten signatures for the Union, one above the other, both written in black ink.

Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

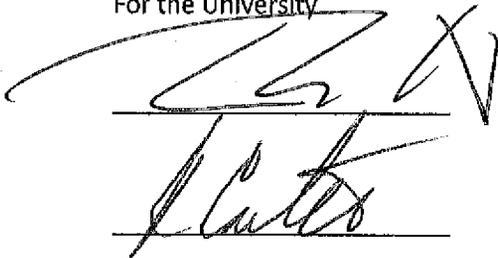
Article 21.02

A regular full-time employee may request a temporary change to his/her normal shift schedule. Such request shall be made in writing, detailing the start and end dates of the requested change, and approval shall be made at the discretion of the supervisor and/or senior department head, which shall not be withheld in an arbitrary or discriminatory manner, subject to operational requirements, and provided such request does not result in the University incurring any additional costs -. Those employees approved for such temporary change to his/her normal shift, shall receive confirmation of such approval in writing. Such temporary shift change may be extended, reduced or cancelled, by the employee, supervisor and/or senior department head, with no less than two (2) weeks written notice.

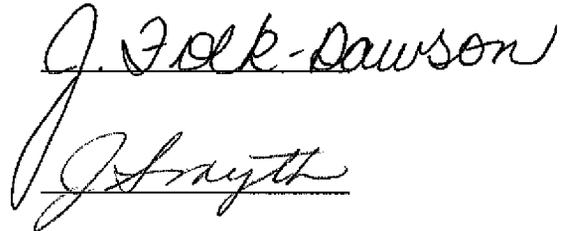
~~Any disputes arising from denied requests shall not be the subject of a grievance.~~

Notes: The numbering of Articles is subject to final review
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For the University



For the Union



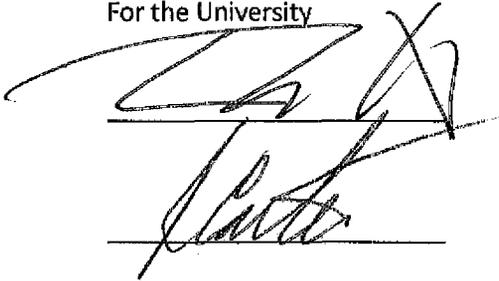
Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

ARTICLE 28 – HEALTH AND SAFETY

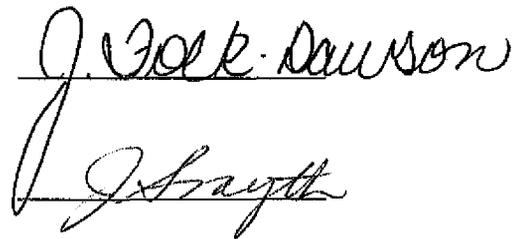
~~28.03 Notwithstanding the shared obligations under the Occupational Health and Safety Act, the University agrees to establish a safety working group comprised of representation from CUPE 1334, the Environment Health and Safety Department and the operating areas. The purpose of this working group will be to review and discuss matters relating to health and safety in the workplace. CUPE Local 1334 shall appoint up to 5 employees to represent the Local from various areas on campus.~~

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For the University



For the Union



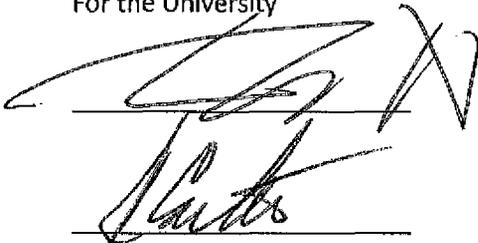
Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9.30 am/pm

Letter of Agreement # 2 – Employment Equity (renew as amended)

~~The University agrees to meet with the Union within sixty (60) days following the ratification of the Collective Agreement, and thereafter no less than one (1) time per semester to discuss employment equity initiatives undertaken by the University including a presentation of the recruitment and selection training offerings by human resources, and an overview of existing outreach partnerships and recruitment initiatives undertaken by the University applicable to the bargaining unit.~~ **The parties shall continue to meet no less than one (1) time per semester to discuss employment equity initiatives.** The University and the Union will **continue to** explore opportunities for collaboration related to increasing the presence of underrepresented groups in the bargaining unit that are reflective of the community that it serves. Such discussions **This** will include, but are not limited to, exploring opportunities for expanded outreach, networking and information sharing with local organizations whose services are aimed towards underrepresented groups, in addition to targeted initiatives for external postings, as they may arise

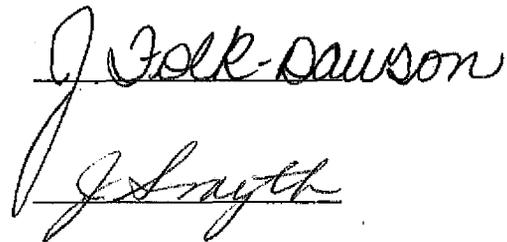
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For the University



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For the Union



Two handwritten signatures for the Union, one above the other, each on a horizontal line.

Signed this 17th day of Feb 2017, in Guelph, Ontario, at 9:30 am/pm

LETTER OF UNDERSTANDING #3 – BENEFITS

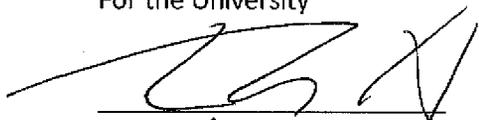
Further to discussions during collective bargaining, this will confirm that the current provisions of the employee extended health, dental, long term disability, and life insurance plans will continue for the life of the new collective agreement.

This confirmation excludes any changes required as a result of Provincial or Federal legislation or in response to changes in the cost of government sponsored benefits, or changes to premiums associated with the provision of the extended health, dental, long term disability and life insurance plans.

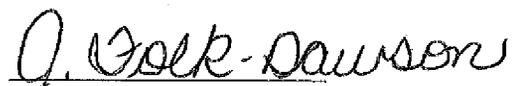
Notes: The numbering of Articles is subject to final review
Renew without amendment or modification

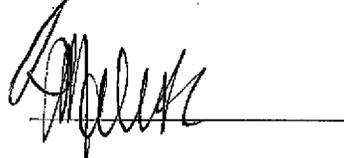
For the University

For the Union









Signed this 9th day of Mar 2017, in Guelph, Ontario, at 6:00 am/pm

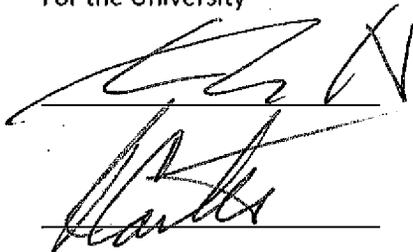
15.04 Off-Campus Course

Where an employee wishes to take courses at institutions other than the University of Guelph and doing so will likely increase job proficiency, **in their current or a future position at the University**, the financial resources of the department permitting, the employee will be reimbursed for 75% of the cost of tuition up to a maximum of ~~\$600.00~~ **\$800.00** in any one calendar year provided that:

1. Approval for the chosen course or program must be secured in advance from the employee's Department Head and from the Assistant **Associate** Vice President, Human Resources. The nature of the program should be such that it will increase the effectiveness of the employee in his/her present or possible future position with the University.
2. Reimbursement is contingent upon evidence of successful completion.

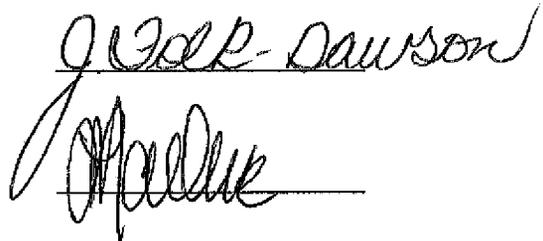
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For the University



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For the Union



Two handwritten signatures are present, each written over a horizontal line. The top signature is clearly legible and reads "J. G. Dawson". The bottom signature is more stylized and less legible.

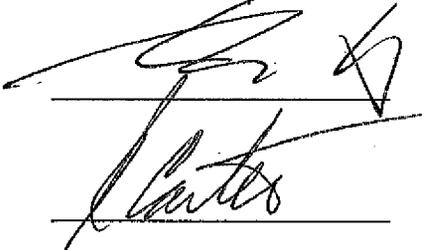
Signed this 10 day of March 2017, in Guelph, Ontario, at 3:09 am/pm

I. Benefits

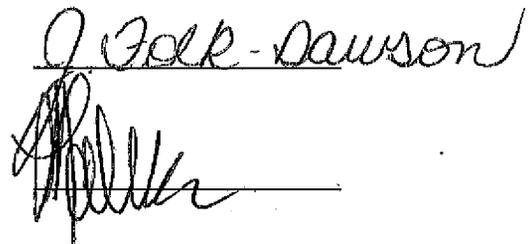
The annual dollar amount allocation for psychologist's coverage under the Extended Health Plan will increase from \$300 to \$1200 per calendar year effective May 1 2017. Coverage under this agreement will also be expanded to include counselling services provided by counsellors with a Master of Social Work, psychotherapists, psychoanalysts, marriage and family therapists, or clinical counselors provided they are licensed and registered by a recognized provincial governing body as defined by the benefits provider.

Notes: The numbering of Articles is subject to final review
Bolding and Strikethroughs as reflected for the purpose of highlighting changes only

For the University



For the Union



Signed this 10 day of March 2017, in Guelph, Ontario, at 3:09 am/~~pm~~

LETTER OF AGREEMENT #7 – TEMPORARY FULL-TIME EMPLOYEES

The University and the Union agree to review the application of Article 12.10 (d) during the term of the renewal agreement, which will include devising a process to ensure that the current practice extending such appointments outside of the time limits contained in the Article are mutually agreed to in writing.

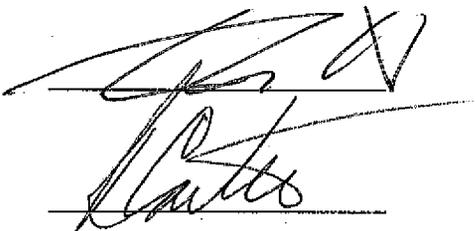
The University further agrees to provide the Union with quarterly report(s) (~~April, July, October, January~~) containing the names of temporary employees covering the temporary absence of regular full time incumbents as a result of illness, injury or other leave provisions contained in this Agreement, as requested (no more than quarterly). Such report will contain the following:

1. The name of the TFT employee
2. The name of the RFT employee for whom they are providing coverage and reason for absence

The expected appointment end date (where applicable)

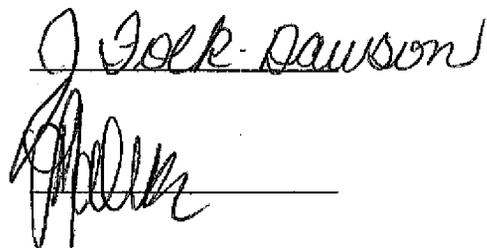
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For the University



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For the Union



Two handwritten signatures are present, each written over a horizontal line. The top signature is 'J. Gork-Dawson' and the bottom signature is a cursive name.

Signed this 10 day of March, 2017, in Guelph, Ontario, at 3:09 am/pm

LETTER OF AGREEMENT #TBD – Essential Services

The parties agree to convene a meeting within sixty (60) days following the ratification of the Collective Agreement to discuss the concerns raised by the Union regarding the application departmental essential services policies as they apply to members of this bargaining unit.

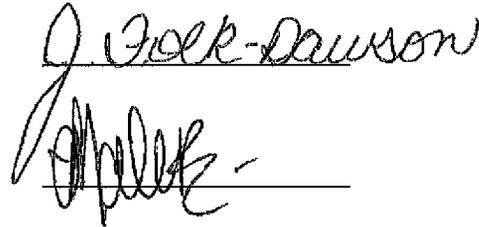
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For the University



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For the Union



Two handwritten signatures for the Union, one above the other, each on a horizontal line. The top signature is clearly legible as "J. Folk-Dawson".

Signed this 10 day of March 2017, in Guelph, Ontario, at 3:09 am/pm

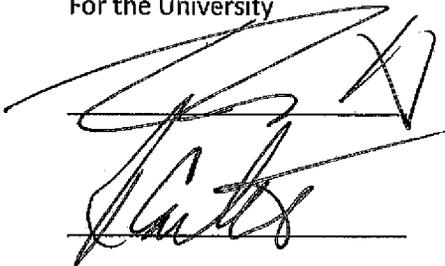
Article 28.08 – Health and Safety

Effective ~~January 1, 2013~~ May 1, 2017 upon submission of a receipt for CSA approved safety footwear, the University will provide ~~annually with no carry-over provision,~~ a safety shoe subsidy in the amount of ~~\$180.00~~ \$190.00, ~~per~~ during each contract year or \$380.00 over the balance of the term of the Collective Agreement. Submissions shall be limited to once per contract year. ~~every two (2) consecutive calendar years for the purchase of safety shoes.~~

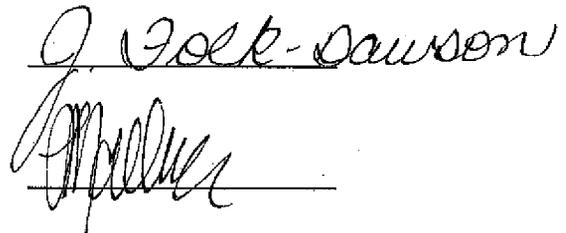
Clarity Note: Employees with unclaimed submissions for safety footwear purchases made prior to May 1, 2017, will be eligible to receive reimbursement to the maximums specified under the previous Collective Agreement that expired April 30, 2016.

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For the University



For the Union



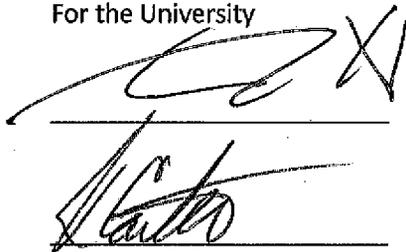
Signed this 10 day of March 2017, in Guelph, Ontario, at 9:30 am/pm

Article 3.05 (a)

3.05 (a) The maintenance of the interior and exterior of buildings and grounds on Campus, including any new construction on the campus at Guelph, is the responsibility of Physical Resources, ~~and/or Student Housing Services~~ **and/or Athletics**. As a result, **CUPE 1334 Members** ~~Physical Resources, and/or Student Housing Services~~ staff may be assigned to work in any facility or area on the main campus.

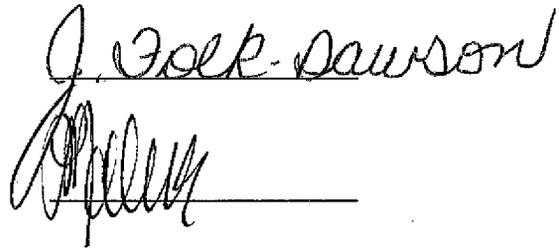
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For the University



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For the Union



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Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

Article 16.02

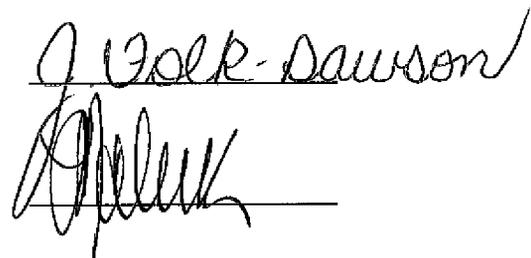
The University will provide annually, ~~one (1)~~ or two (2) to bargaining unit members, the
additional designated day(s) off with pay to coincide with the December/January Holiday
Closure during the Christmas period (December 24—January 1), as required as defined by the
University. Employees scheduled to work on these designated days, will be granted a day off
with pay at some other time. Premium pay, normal overtime, does not apply for work on these
designated days.

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For the University



For the Union



Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

ARTICLE 25 – BENEFITS

25.01 The components of the employee benefits programme are:

- (a) sick leave as provided by Article 19,
- (b) long term **disability** ~~salary continuation plan,~~
- (c) medical insurance providing major medical and semi-private hospital coverage,
- (d) group life insurance,
- (e) pension plans,
- (f) basic medical and hospital insurance as required by legislation,
- (g) dental plan.

~~The 1986/87 Employee Benefits Booklet represents the minimum provisions of the above-mentioned pensions and benefits plan.~~

In the event the University changes benefit carriers, the University shall provide the Union with at least sixty (60) days' notice of change.

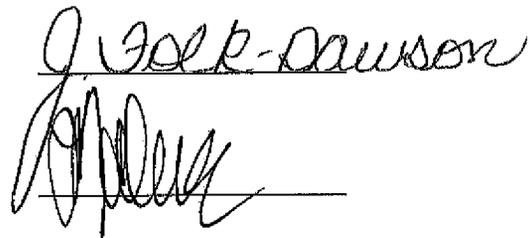
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For the University



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For the Union



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Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

LETTER OF AGREEMENT #4 – NEW BUILDINGS

Further to discussions during Collective Bargaining the University agrees to assign bargaining unit members represented by CUPE Local 1334, to complete bargaining unit duties in accordance with existing practice and the terms of this Collective Agreement, to new buildings on the main Guelph Campus during the term of this Collective Agreement.

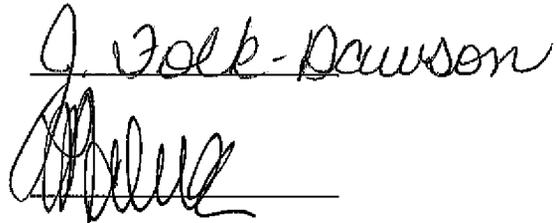
Notes: The numbering of Articles is subject to final review
Renew without amendment or modification

For the University



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For the Union



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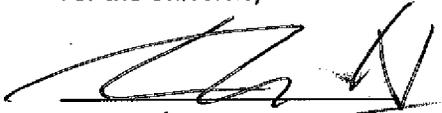
Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

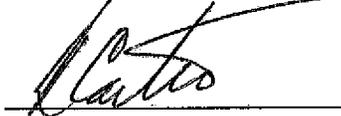
LETTER OF AGREEMENT #6 – LAYOFFS

The University agrees that, absent either mutual agreement between the parties, or a significant unforeseen external event (such as a major reduction in funding), there will be no layoff of regular full-time members during the term of this Collective Agreement.

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Renew without amendment or modification

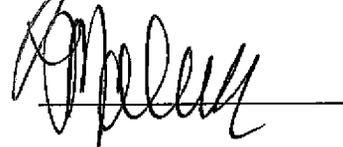
For the University





For the Union





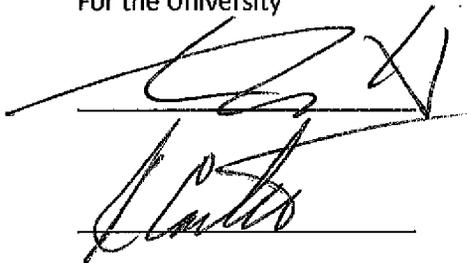
Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

LETTER OF AGREEMENT #9 – EXPANSION OFF CAMPUS

Without prejudice to either parties respective positions under Article 3 of the Collective Agreement following an announcement of a new campus in the County of Wellington, or an expansion of University owned facilities, in the City of Guelph, the parties agree to meet to discuss staffing arrangements which may include the utilization of bargaining unit members. The parties agree to utilize the appropriate forum under Letter of Agreement #8 – Joint Consultation, to engage in these discussions. Such discussions will not be binding on either party.

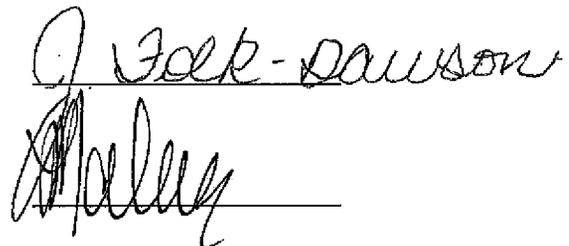
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For the Union



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Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

I. **Term of agreement**

Three (3) year agreement expiring April 30, 2019

II. **Wage Proposal (conditional on satisfactory resolution of outstanding language issues)**

Year	Wages
May 1, 2016	1.50% ATB
May 1, 2017	1.50% ATB
May 1, 2018	1.50% ATB

(Note: All payments arising from the renewal agreement will be made within thirty days following ratification)

Skilled Trades Market Adjustment

Flat dollar skilled trades market adjustments will be applied to wage rates of classifications in Band 7 of schedule A as follows:

Year	Wages
May 1, 2017	0.53/hr
May 1, 2018	0.52/hr

Following the ratification of the Collective Agreement, Physical Resources and/or Student Housing Services will accept and support a reclassification request through the Job Evaluation (JE) process for both the Millwright and Appliance Repairperson classifications. The parties agree to initiate the JE process within fifteen (15) working

days. The JE process is expected to be completed no later than three (3) months from the date of initiation (retroactive to submission date).

III. Pension

Appendix B - Pension

Contribution Rates (on going):

Effective Date	May 1, 2016	May 1, 2017	May 1, 2018
Below YMPE	8.10%*	8.35%**	8.60%**
Above YMPE	10.40%*	10.65%**	10.90%**

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

** The rates above are established as the 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 filed valuation report filed prior to September 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 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 members, including a summary of the underlying CUPE Local 1334 membership data used to prepare the valuation results.

Pending such certification of results by the Plan Actuary, member contribution rates will increase to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. **Under this calculation, member contributions will be subject to a maximum increase of 0.25%, to be implemented effective May 1, 2017 & May 1, 2018.** Unless otherwise provided for under this Schedule, member contribution rate increases will not exceed .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).

Termination 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 (University Pension Plan) initiative with the objective of forming a multi-employer JSPP (Jointly Sponsored Pension Plan), 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 and the University.

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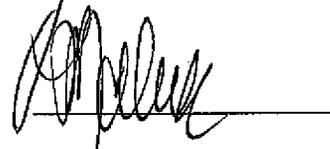
For the University





For the Union





Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am/pm

1. New Custodian 1 Classification

The University and the Union agree to the creation of a new classification of Custodian 1. The Custodian 1 will be gender neutral for the purposes of pay equity and a new wage band (Band A) will be created for this position. Band A will sit below Band 1. The 0-3 Month wage rate for the Custodian 1 Classification will be \$17.25/hr, and the Job Rate will be \$17.75/hr. The Custodian 1 classification wage rate will be subject to the May 1, 2018 ATB increase. Any future changes to the Custodian 1 Classification wage rate would be subject to negotiation and agreement between the parties. Should there be significant changes in the job duties of the Custodian 1 classification, the classification will be subject to the Job Evaluation process. The Custodian 1 classification will have access to the components of the employee benefits programme as per 25.01 subject to the terms, conditions and eligibility criteria as defined in the benefits booklet.

The University will produce a job description for the Custodian 1 pursuant to the Collective Agreement. General duties for the Custodian 1 classification will consist of:

- Dusting and wiping
- Glass cleaning
- Garbage collection
- Dust mopping of hard floors
- Damp mopping of hard floors
- Vacuuming
- Washroom cleaning
- Machine use limited to vacuums
- Other duties as may be assigned

2. Add New Language – Nine (9) and Ten (10) month Continuing Limited-Term positions (placement in CA to be determined)

The University and the Union Agree to the creation of nine (9) and ten (10) month continuing limited term appointments for positions in custodial services:

xx.xx

Nine (9) and ten (10) month Continuing Limited-Term positions are, by their nature, ongoing regular full-time positions and should not be confused with temporary full time appointments. The purpose of these positions is to provide for flexible staffing levels during peak periods as identified by the University in order to meet its operational requirements. Present employees who have regular full-time status and new hires who accept Continuing Limited-Term will be appointed on the following conditions:

a) Seniority: Such employees will:

- (1) Retain their up-to date accumulated seniority credits;
- (2) Continue to accumulate such seniority credits while working;
- (3) Accumulate seniority credits during the off work period;

b) Benefits:

Continuing Limited-Term employees will be responsible for normal cost sharing arrangements for Major Medical, Group Life Insurance, Dental Plan, Long-Term Disability Plan and the Pension Plan. During the off period, the University will continue normal cost sharing relationships with Major Medical, Group Life Insurance and for the Dental Plan. Participation in the Long-Term Disability and Pension Plans will be discontinued during the "off work period" however will be reinstated immediately upon returning to work following the normal "off work period." In order to extend coverage and the cost sharing arrangement for eligible plans during the "off work period" Continuing Limited-Term employees will be required to submit her/his portion of the costs within thirty (30) days of billing as invoiced by the University. An employee who is unable to work during the paid work period as a result of illness will be eligible to qualify for paid sick leave benefits in accordance with Article 19.02 and Long Term Disability benefits as provided for under the contract with the benefits provider.

c) Vacations:

Vacation credits will be granted in accordance with the applicable provisions of this Collective Agreement during the paid work period. There will be no accumulation of credits during each month of unpaid status in the "off work" period, and annual vacation allotments will be prorated accordingly.

d) Sick Leave:

Sick Leave credits will be granted in accordance with Article 19. An employee will not be eligible to access or utilize sick leave credits during the "off work" period. For the purposes of the application of 19.06, the schedule for sick leave with pay will apply within a 4.5 or 5 month period.

e) Wages:

Wages will be discontinued during the "off work" period.

f) "off work" period:

It is understood that an "off work" period shall not be interpreted as meaning a "layoff" for the purpose of this Collective Agreement. The University will issue a Record of Employment (ROE) for Employment Insurance (E.I.) purposes.

xx.xx Conversion to a Continuing Limited-Term position:

An Employee request for the conversion from a regular full-time position to a nine (9) and ten (10) month continuing limited term position must be submitted in writing, to the employee's director. The approval of such request will be subject to the operational requirements of the department being met. Any denials will be provided in writing, along with the reasons. If approved, the employee will be issued with a new employment offer letter, with a copy to the Union. It is understood that upon finalization of this conversion, the employee loses any and/all rights to recall to their regular full-time position, however their seniority and service with the University will be maintained.

xx.xx

- a) Employees who are appointed to nine (9) and ten (10) month continuing limited term positions are to be informed annually in writing, of the anticipated last day of work for each term. Prior to the completion of the term, the employee will be informed in writing of the date they are scheduled to return to work from their "off work" period. Subject to other relevant provisions of this Collective Agreement, individuals in these positions can expect re-appointment provided that there is continued work available.
- b) The "off work" period may be subject to change as the result of operational requirements. Under these circumstances the University will make every reasonable effort to provide the employee affected by this change with sufficient time to make any necessary arrangements for family responsibilities.

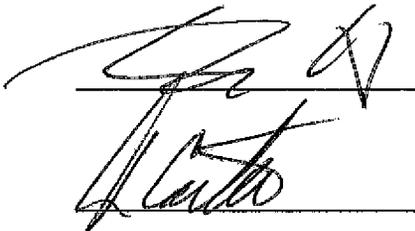
In recognition of staffing/job security concerns the University agrees to post and fill 28 Regular Full Time Custodial positions as follows:

- 14 of those positions will be filled as Custodial 3's at the current hourly rate of the collective agreement as per Appendix "A";
- 14 of those positions will be filled as Custodian 1's and will be offered by service date as at the date of posting. These positions will be made available to active temporary full time employees at the time of posting, prior to being offered to external applicants;
- Consistent with the parties practice regarding secondments, eleven (11) temporary full time employees will be seconded into twelve (12) month temporary full time contracts, renewable annually, to cover the absences of members on Long Term Disability who have no immediate prognosis for a return to work. Secondments may be ended upon the return of the regular incumbent or with the applicable statutory notice.

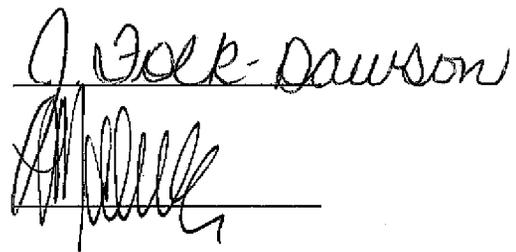
Absent mutual agreement between the University and the Union, the number of nine (9) & ten (10) month Continuing Limited Term positions filled will be limited to a maximum of ten (10) positions over the life of this agreement.

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For the University



For the Union



Signed this 11 day of March 2017, in Guelph, Ontario, at 9:02 am om