

# **Collective Agreement**

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*between*  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 1281**

***CUPE1281***  
Canadian Union of Public Employees

*and*

**THE WILFRID LAURIER UNIVERSITY FACULTY**  
**ASSOCIATION**

**2024-2027**

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## **Article 1:**

### **Preamble and Definitions**

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- 1.01 **Preamble**  
The Parties to this Agreement recognize that WLUFAs represents all Full-time and Part-time faculty and librarians in dealing with the University Administration in all matters of concern of its Members, that WLUFAs negotiates on behalf of its Members and deals with all matters pertaining to their employment and working conditions, and that WLUFAs advises its Members on matters of academic freedom, grievance, tenure and promotion, and generally strives to improve the working conditions of the academic community. In recognition of WLUFAs responsibility to provide a high standard of service in achieving these goals, the Parties to this Agreement agree to cooperate in pursuit of these goals. The Parties agree to cooperate in establishing and maintaining for the WLUFAs Staff a working environment conducive to the fulfilment of the foregoing goals.
- 1.02 **Supervisor and Immediate Supervisor:**  
The Supervisor shall be defined as the President of the Association or designate unless otherwise stated in the Agreement. The Immediate Supervisor shall be defined as the President of the Association or Executive Director, or the Supervisor if the Immediate Supervisor is unavailable, unless otherwise stated in the Agreement.
- 1.03 **Association or WLUFAs:**  
The Wilfrid Laurier University Faculty Association
- 1.04 **Day:**  
A calendar day of the week from Monday to Friday, excluding any Statutory holiday and all other holidays observed by the University.
- 1.05 **Dependent Children:**  
Sons or daughters who are under 26 years of age who either live at home or are financially supported by the Employee.
- 1.06 **Employee or Staff:**  
Any individual employed by the Association who is also a member of the bargaining unit.
- 1.07 **Employer:**  
The Association or any member of the Association authorized to act in a managerial capacity in regard to an Employee.
- 1.08 **Executive:**  
The WLUFAs Executive Committee, as defined by the WLUFAs Constitution.
- 1.09 **Labour-Management Committee (LMC):**  
A joint committee of the Union and the Employer, which meets regularly to discuss workplace matters of concern, as constituted per Article 11.

- 1.10 **President:**  
The President of the Association.
- 1.11 **Spouse:**  
A person married to any Employee, or co-habiting with an Employee continuously for not less than a period of one year, inclusive of same sex partners.
- 1.12 **Staff Relations Committee:**  
The President (or designate, who shall be from the Executive Committee), two additional members of the Executive, and the Executive Director as a non-voting member.
- 1.13 **Staff Relations Officer:**  
The President, or designate, who shall be from the Executive Committee.
- 1.14 **Union:**  
The Canadian Union of Public Employees and its Local 1281, whose authorized representatives include the CUPE National Representative, the CUPE President or designated members of the CUPE Executive.
- 1.15 **Executive Director:**  
The Executive Director of WLUFAs is a manager and the Immediate Supervisor for all WLUFAs Staff, and is not a member of the bargaining unit.

## **Article 2**

### **Purpose of the Agreement**

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2.01 The purpose of this Agreement is to:

- (a) Maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Employees;
- (b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) Promote the morale, well-being and security of all Employees in the bargaining unit of the Union;
- (d) Promote the well-being and security of the Employer including encouraging the Employer's operations;
- (e) Provide for an amicable method of settling differences which may arise;
- (f) Affirm the commitment of both Parties to an environment free from harassment and discrimination.

## **Article 3**

### **Employer's Rights**

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#### **3.01 Employer's Exclusive Function**

The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged, and without restricting the generality of the foregoing, to:

- (a) Maintain order, discipline and efficiency, amongst its Employees;
- (b) Make, alter, and enforce, from time to time, reasonable rules, regulations and policies to be observed by its Employees, and before altering any such rules, regulations and policies, consult with the Union and provide them an opportunity to make representations regarding such proposed changes;
- (c) Hire, direct, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge, for just cause, any Employee;
- (d) Determine the nature, type, and scope of operations undertaken and services offered; the methodology of extending these services; the kinds and locations of offices, operations and services to be utilized; the control of such operations and the extension, limitation, curtailment or cessation of the same and to determine, in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.

#### **3.02 Consistency**

It is hereby agreed that these functions shall be exercised in a manner consistent with, and subject to, the provisions of this Agreement, in a manner that is fair and equitable.

#### **3.03 Staff Relations Committee**

The Employer shall appoint a Staff Relations Committee that shall represent the Employer to the Union and Employees, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Staff Relations Committee shall be comprised of the President, or designate who is a member of the Executive, and two additional members of the Executive appointed by the Executive. The President, or designate, shall chair the Staff Relations Committee and, in that capacity, act as the Employer's Representative. The Employer's Representative shall be assumed to be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. Should the President, or other members of the Executive on the committee have a conflict of interest under Article 30, then another member of the Executive shall be appointed in their place.

## **Article 4: Recognition**

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- 4.01 The Employer recognizes Local 1281 of the Canadian Union of Public Employees (CUPE) and its successors as the sole and exclusive bargaining agent for all of its present and future Employees, save and except the Executive Director, and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
- 4.02 The bargaining unit includes all Employees covered under this Agreement.
- 4.03 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative that may conflict with the terms of this Collective Agreement.
- 4.04 **Work of the Bargaining Unit**  
Persons whose jobs are not in the bargaining unit shall not perform any tasks which fall under the Job Descriptions of those in the bargaining unit, except in cases mutually agreed upon by the Employer and the Union.
- 4.05 **Steward**  
On an annual basis, and in accordance with CUPE 1281 By-Laws, the Union shall appoint a Steward, who has been elected by and from the members of the bargaining unit as defined in Article 4.02, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Steward elected or where the Steward requires representation, or a member requests, the Local's Service Coordinator or a member of the CUPE1281 Executive or designated Union representative shall be appointed to act as the point of contact with the Employer.
- 4.06 **Name of Steward**  
The Union shall notify the Employer in writing of the name of the Steward on an annual basis.

## **Article 5:**

### **Healthy Work Environment**

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#### **5.01 No Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities; gender; sexual orientation; gender identity; gender expression; class; marital status; family status; parental status; number of dependents; place of residence; health status; handicap or disability; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above, every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment.

#### **5.02 Accommodation**

In recognition of its duty to accommodate employees with disabilities or documented special needs, the Employer shall make every reasonable effort to accommodate an Employee's special needs. If an Employee has a disability or obligations to care for immediate family members with a disability, the Employee will follow the process under Wilfrid Laurier University Policy 8.7, Employment Accommodation Policy and procedures, in effect on June 1, 2023, and make a formal request in writing to the Employer via the Immediate Supervisor.

#### **5.03 Legislation**

The Union and the Employer agree to observe the provisions of the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act* as well as other municipal, provincial or federal laws, by-laws and regulations that apply to the Employer's operations. The Union and the Employer agree to observe and act in accordance with the Employer's policies and procedures as adopted from time to time. The Employees and the Employer agree to act in accordance with those provisions of Wilfrid Laurier University's policies and procedures that have been adopted and/or accepted by the Employer and the Union and which are applicable to the Employer's operation.

#### **5.04 Tests**

No Employee or applicant for employment shall be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency.

#### **5.05 No Harassment**

Harassment is a form of discrimination, including but not limited to sexual harassment, gender harassment, racial/ethnic harassment, ageism, personal harassment, harassment on the basis of sexual orientation and

harassment on the basis of a disability. The Union and the Employer agree that there shall be no forms of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee. With respect to the above, harassment shall be defined as:

- (a) Any pattern of improper behaviour which is offensive to any Employee and which one knows or ought reasonably to have known would be inappropriate or unwelcome; or,
- (b) Objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,
- (c) Unwanted attention of a sexually oriented nature; or
- (d) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (e) Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (f) A pattern of remarks or behaviour which may reasonably be perceived to create a negative working environment; or
- (g) Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

**5.06 Harassment from Executive Members**

Harassment from a member of the WLUFAs Executive shall be defined as a pattern of complaints not related to work performance, or any offensive comments and/or actions that demean an individual or cause personal humiliation. Additionally, harassment shall include isolated incidents of a serious nature that cause harm or humiliation to an Employee.

**5.07 Personal/Performance Harassment**

Any work-related or performance complaint expressed in a public forum or not addressed to the Immediate Supervisor of an Employee, whether expressed by the Employer, a duly elected or appointed member of the Executive Committee, or an Employee, shall also be defined as harassment.

**5.08 Affirmative Action**

Nothing under Article 5 shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Union and the Employer.

#### 5.09 Personal Services

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees are not required to do personal services that are not connected with the operation of the Employer.

#### 5.10 Denial of Service

The Employer recognizes the right of Staff to refuse service to individuals who behave belligerently or abusively, or that contravene Wilfrid Laurier University's policies related to harassment, and/or discrimination, in accordance with the following procedures:

- (a) Where the actions of any individual pose a threat to the safety and security of any other individual, Employees must take appropriate steps to immediately notify Wilfrid Laurier University Special Constable Services.
- (b) An Employee who refuses service to an individual must immediately notify their Immediate Supervisor of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with Articles 5.10 (c) and (d), except where an imminent threat to the safety and security of any individual remains, in which case the Employee shall have the right to be accompanied by the Steward for any discussion, or by any other Employee of their choosing where the Steward may not be immediately available.
- (c) An Employee who refuses service to an individual must immediately notify the Steward in writing of the incident as soon as reasonably possible, and in all cases within one business day following the incident. Such written notice shall include the date, time, and location of the incident, a full account of the circumstances that led to a denial of service and a list of witnesses to the incident where possible.
- (d) The Steward shall provide the Employer with a copy of the written notice as soon as is reasonably possible, and in all cases within one business day of receiving it from the Employee.
- (e) A meeting between the Employee, the Employer, and the Steward shall be held as soon as is reasonably possible, and in all cases within 5 working days following the incident, the purpose of such a meeting being to discuss the circumstances which led to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.
- (f) Reasonable delays based on priority and queuing factors are normal in daily operations; this will not be considered denial of service.

(g) Within 2 working days, the Employer shall provide the Union a written response detailing the resolutions of the denial of service meeting and outlining agreed-upon strategies to deal with the situation.

## **Article 6:**

### **Union Security**

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- 6.01 Compulsory Membership**  
The Employer agrees that all Employees shall become and remain members in good standing of the Union, during the life of the Agreement. All future Employees shall become and remain members of the Union within 30 days of employment, subject to the provision of Article 15.01 governing the probationary period.
- 6.02 Representation**  
No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union.
- 6.03 Assistance of CUPE 1281 - Grievances**  
The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 13. Such access shall be at a reasonable time on prior notice to the Employer and shall not unreasonably interfere with the operation of the Employer's business.
- 6.04 Collective Bargaining**  
Employees shall be entitled to use reasonable time during working hours for purposes of collective bargaining and to carry out the administration of this Agreement. Time spent performing these functions shall be considered time worked for the Association.
- 6.05 Meetings of the Union**  
Employees shall be entitled to reasonable time during working hours without loss of pay or benefits to attend meetings of the local Union. The Employer should be alerted ahead of time of the scheduling of such meetings and the time of absence of the Employee(s).
- 6.06 Assistance of CUPE – Negotiations and Administering the Agreement**  
The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees and its Local 1281 in dealing or negotiating with the Employer. Such representatives shall have the right to contact workers at work, on matters with respect to this Agreement or in its administration without loss of pay to the workers. They shall also have the right to access the Employer's premises to assist in these matters and may, with prior notification, book the WLUF boardroom for Union business. The Employer shall have priority over the Union for the use of the boardroom.
- 6.07 Deduction of Union Dues**  
The Employer agrees to arrange for the deduction each month from the salaries of Employees 3%, or any amount authorized as union dues, and

- to transmit the monies as collected to the Union together with the Union's Dues Form. Such form or its substitute shall include a list of Employees for whom such deductions were made, the amount of deductions for each Employee, and the pay period for which such deductions were deducted. Such transmission shall occur no later than the 20<sup>th</sup> of the month following the month in which the deductions were made.
- 6.08 **Service to the Union**  
The Employer shall not interfere with members of the Union attending Union meetings or attending to Union business providing such participation or attendance does not interfere with the performance of the Member's duties under this Agreement.
- 6.09 **Union Right to Present at Meetings**  
A Union representative shall have the right to make representations at Executive and Association meetings, with the consent of the WLUFA President or their designated as Chair, and as duly scheduled in the agenda.
- 6.10 **Right to Union Representation**  
Employees have the right to be accompanied by a representative of the Union at any meeting with the Employer regarding their terms and conditions of employment.
- 6.11 **List of Union Representatives**  
The Union shall provide the Employer annually with a current list of Union representatives with whom the Employer would be expected to deal in regard to the administration of this Collective Agreement. It shall not discriminate against any Employee for carrying out the duties proper to their positions.
- 6.12 **Right to Copies of Correspondence**  
The Union shall receive copies of all correspondence sent to Employees related to the terms and conditions of their employment with the Association.
- 6.13 **Use of Office Supplies**  
For the purposes of administering this Collective Agreement, the Employer shall provide the Union with the use of office supplies and photocopying and the Employer shall be reimbursed for actual costs relating to such use by the Union.
- 6.14 **Executive Introduction to Union**  
By the end of September after taking office, the members of the newly elected Executive and the Union shall make every effort to meet for an introduction session to the Collective Agreement and the Union.
- 6.15 **Reimbursement for Costs**

The Union shall reimburse the Employer for any actual costs resulting from the use of the Employer's equipment.

**6.16 Correspondence to the Union**

Where notice or reply to the Union is required by any provision of this Agreement, such notice shall be in writing to the Steward, with a copy immediately sent to the President of the CUPE Local 1281 via email at [president@cupe1281.ca](mailto:president@cupe1281.ca) and to the Staff Representative at [office@cupe1281.ca](mailto:office@cupe1281.ca) . Any notice which does not meet this requirement shall be deemed to be null and void.

**6.17 In Writing**

For the purposes of this Agreement the term "in writing" shall refer to correspondence drafted on Association or Union letterhead, which shall be delivered by email.

**6.18 Personnel Files and Confidentiality**

All personnel files shall be kept only in hard copy and/or secure electronic format in a secure location under control of the Employer.

An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such response shall remain on the file for as long as the document remains on the file.

The personnel file shall contain only those documents bearing the Employee's signature, acknowledging receipt only, and relating to the Employee's employment.

An Employee's personnel file shall be confidential and shall not be revealed to anyone other than the Employee's Immediate Supervisor or authorized designate of the Staff Relations Committee. The President reserves the right to consult the Executive for direction.

**Article 7:**  
**Job Descriptions**

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- 7.01 The Employer agrees to provide the Union with job descriptions for all positions included under Article 4.02. These descriptions shall be mutually agreed upon and shall be included in Appendix A, which shall form a part of this Agreement and which shall be recognized by the Union and the Employer as the job descriptions.
- 7.02 **Changes in Job Descriptions**  
When a job description is changed, modified, or newly created, with the consent of the Union in writing, such job description will immediately be appended to this Collective Agreement, and shall include the date it was appended.

## **Article 8:**

### **No Contracting Out**

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#### **8.01 Commitment to Full-time Work**

The Union and the Employer share the objective of providing regular full-time employment and job security to the extent that it is possible and mutually agreeable. Temporary Employees and part-time Employees shall not be hired, and contracting-out shall not be utilized, so as to result in the displacement, transfer or layoff of bargaining unit members. When a casual position of more than 24 hours/week is created, the Employer must consult with the Union to establish the job description and ensure no bargaining unit member is displaced. The Employer shall provide the Union with the Job Description when it is finalized.

**8.02** The Employer agrees that individuals who are not members of the bargaining unit shall not perform the work of bargaining unit members except with the mutual agreement of the Union and the Employer, in writing.

**8.03** The Employer agrees that no work or services performed by Employees shall be subcontracted, leased, assigned, transferred or conveyed in whole or in part to any other person, company or non-Employee, including members of the Executive or members of WLUFA, except with agreement of the Union and the Employer, in writing.

**8.04** Notwithstanding the above Articles, the Employer has the right to engage a non-bargaining unit member to provide guidance, advice and assistance in bargaining with the Union.

## **Article 9:**

### **Job Security, Vacancies and Appointments**

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#### **9.01 Letter of Appointment**

All Employees shall be provided with a letter of appointment outlining the terms and conditions of their employment. A copy of this Collective Agreement shall be provided at the start of their employment with the Association.

#### **9.02 Bargaining Unit Work**

Only Employees hired according to the process specified in Article 18 or transferred in accordance with Article 19 may perform bargaining unit work, as set out in the Job Descriptions in Appendix A, except Limited Term and Casual Part-Time Employees as defined in Articles 9.03 and 9.04. The Union recognizes that during vacations, leaves, or other periods of absence, and where Staff workload necessitates, that the Executive Director may assist or engage in bargaining unit work due to operational needs.

#### **9.03 Limited Term and Casual Part-Time Appointments**

Employees shall only be appointed to positions on a Limited Term basis for a maximum of 24 months in the following situations:

- (a) as a replacement for a continuing Employee on leave, as provided for in Article 18; or
- (b) to perform duties in relation to job action by the Association; or
- (c) to fill positions which are designated by the Employer as temporary, or experimental; or
- (d) for any other purpose which is agreed to, in writing, by both the Employer and the Union.

#### **9.04 Casual Part-time Employees are Employees whose number of hours of work may vary from week to week. A casual part-time Employee may only be appointed in the following situations:**

- (a) to complete a special project expected to last less than eighty (80) days; or
- (b) to provide office coverage in the event of the absence of regular permanent Employees; or
- (c) for any other purpose which is agreed to, in writing, by both the Employer and the Union.

#### **9.05 Creation of Permanent Positions**

If any Limited Term or Casual position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix A to include such a new Job Description of the position. The

process for filling vacancies as defined under Article 18 shall then be followed. For the purposes of filling any permanent position, Limited Term or Casual Employees shall not be treated as internal candidates.

9.06 Notification

Where an appointment is made under Article 9, the Employer shall notify the Union, including a job description for the appointment.

## **Article 10:** **Acquainting of New Employees**

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### **10.01 Informing New Employees**

The Employer agrees to inform new Employees that a Union Agreement is in effect and to inform them of the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. It will be the responsibility of the Union to convey to the new Employee all information concerning benefits of membership in the Union. Notwithstanding the above, the Parties recognize the Employer's right and duty to conduct orientation sessions for new Employees.

### **10.02 Employee Introduction to Union**

Upon the Employee's commencing employment, the Employer shall introduce the new Employee to their Steward, shall provide them with a copy of the Collective Agreement, and shall provide space in the workplace for the Steward and an authorized Union Representative to conduct a one-hour orientation session on the Collective Agreement on work time.

**Article 11:**  
**Labour-Management Committee (LMC)**

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**11.01 Labour-Management Committee**

The Labour-Management Committee (LMC) shall be composed of at least 2 and not more than 3 members of the Staff Relations Committee, and at least 2 and not more than 3 members of the bargaining unit. Additionally, members of the bargaining unit have the right to invite a representative of the Union to attend, and shall notify the Employer members of the committee in advance of the meeting if a representative of the Union is to attend a meeting.

**11.02 Structure of Meetings**

LMC meetings shall be scheduled at the request of either Party. Subsequent to such a request, a meeting shall take place within a period of 10 days. The minutes shall be taken on a rotating basis with an agenda available before meetings.

**11.03 Scope of Discussions**

It is understood that LMC meetings shall not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement with respect to grievances and discipline and personnel matters, unless otherwise mutually agreed to by the Parties.

**11.04 Recommendations**

The LMC may forward recommendations to the Union and/or the Employer.

**11.05 Time off for Union Duties**

Time spent by Employees in LMC meetings shall be considered to be time worked.

## **Article 12:** **Negotiations, Bargaining and CUPE Assistance**

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### **12.01 Negotiating Committees**

- (a) The Union shall be entitled to select a negotiating committee of no more than 3 persons and not less than 2 persons, one of whom shall be a representative appointed by the Union's Local to authorize bargaining for the Union. The Employer shall select a negotiating committee of not more than 3 persons, and at least one of whom shall be the President or their delegate.
- (b) The Union and the Employer shall advise each other of the names of the members of its negotiating committee at the time it gives notice to bargain. The names of the negotiating committee members must be exchanged within 5 business days of the notice to bargain being received.

### **12.02 CUPE Assistance**

In accordance with the CUPE 1281 by-laws, the Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

### **12.03 Time Off for Union Duties**

The Employees selected by the Union to represent it on the negotiating committee shall be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration. Time spent for the purpose of negotiation meetings with the Employer shall not be considered or calculated as overtime, and shall be counted as regular work time and paid at a ratio of one to one hour.

## **Article 13: Grievances**

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### **13.01 Preamble**

The Parties agree to encourage the prompt and amicable resolution of complaints and the fair and expeditious resolution of grievances arising from the administration of this Agreement. The Parties agree to be bound by and give prompt and full effect to decisions arrived at under the procedures detailed below, except in those cases where a further stage in the procedures may be invoked.

### **13.02 Definition**

A grievance is defined as any difference or dispute between the Parties to this Agreement, relating to the interpretation, application, administration or alleged violation of this Agreement. A grievance shall also include any dispute as to whether a matter is grievable or arbitrable.

### **13.03 Grievance Procedure**

Grievances shall be dealt with in the following manner.

Step One: Where an Employee has a grievance, they shall discuss the matter with their Immediate Supervisor within 10 business days after they become aware, or reasonably ought to have become aware, of the occurrence of the circumstances giving rise to the grievance. An Employee who identifies as Indigenous shall be able to bring an Indigenous Elder/Traditional Knowledge Keeper to the grievance meeting and any subsequent meeting as an advisor and/or support person for the Employee. The Employer and the Union agree to bear the reasonable costs of the attendance of an Indigenous Elder/Traditional Knowledge Keeper at a grievance meeting pursuant to Article 13.03 or a subsequent Mediation/Arbitration if deemed necessary under Step 3 pursuant to process and procedures outlined under Article 14. If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Step Two: Where the decision of the Immediate Supervisor is not satisfactory, the grievance shall be submitted by the CUPE 1281 Steward or CUPE 1281 President, in writing to the WLUFAs President or designate on the Staff Relations Committee within 10 business days of the Step One meeting response. The WLUFAs President or designate shall give their decision in writing to the Union and the Grievor, in writing within 10 business days. A grievance settlement meeting shall occur within 10 business days of the submission of the grievance by the Union to Step Two if requested by either Party. If the decision is not satisfactory to the Union, the grievance may proceed to Step Three.

Step Three: The Union may refer the matter to final and binding Arbitration within 20 business days of receipt of the decision.

- 13.04 (a) If the Union, an Employee, or a group of Employees chooses not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice to any future grievance.
- (b) The time limits may be extended by mutual agreement.
- (c) Where no answer is given within the time limits specified herein, the grievor or the Union shall be entitled to proceed to the next step of the Grievance Procedure.
- (d) The Union and its representatives shall have the right to file a grievance on behalf of the Union, and to seek redress with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.
- 13.05 **Group Grievance**  
A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 13.03.
- 13.06 **Policy Grievance**  
A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 13.03.
- 13.07 **Employer Grievance**  
The Employer shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing signed by the WLUFA President or the President's designate, to the Union within 10 business days following the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within 20 days of the presentation of the grievance, the Union shall give the Employer its written reply to the grievance in 15 days following the meeting. Failing settlement, such grievance may be referred to arbitration within 20 days of the date the Employer received the Union's reply.
- 13.08 **Technical Objections to Grievance**  
An Arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable. The Arbitrator may extend the time for any step in the grievance or arbitration procedure, despite the expiration of time, if they are satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

### 13.09 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any Grievor(s), and the fact and substance of any grievance shall be kept strictly confidential between the Employee(s) and the authorized Union Representative, the Immediate Supervisor, the President (or their designate from the Staff Relations Committee), and the Steward or any representative of the Union or Employer who is directly involved in the grievance. Further, the aforementioned grievance information shall only be made available to the entire Executive in the event that the information is required for the Executive to make an informed decision.

## **Article 14:**

### **Arbitration and Mediation**

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#### **14.01 Selection of an Arbitrator**

- (a) The Party referring a grievance to arbitration shall, in its notice of intent to proceed to arbitration, suggest a person to serve as a single Arbitrator. The other Party shall respond within 10 working days either agreeing to the Arbitrator or suggesting alternative Arbitrators.
- (b) Where a single Arbitrator has been agreed upon by both representatives, the Party requesting the arbitration shall contact the Arbitrator and request that they set a place, time and date for the hearing. If the date of the hearing is not within 90 days of the request, either Party may reject the Arbitrator and suggest alternatives.
- (c) Where the representatives are unable to agree upon a single Arbitrator or where 2 Arbitrators have been selected but declined or were unable to set a hearing within 90 days, either Party shall request, in writing, to the Minister of Labour that they appoint an Arbitrator.
- (d) The Parties shall jointly and equally bear the fees and expenses of the Arbitrator.

#### **14.02 Authority of the Arbitrator**

The Arbitrator shall have no authority to add to, subtract from, modify, or alter the provisions of this Agreement unless all Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

**14.03** At any point in the grievance procedure outlined in Article 13, the Union or the Employer may elect to proceed by way of mediation, with the consent of the other Party. If no mediated solution is reached, the grieving Party may then proceed by way of arbitration, beginning at Step Three in Article 13.02.

#### **14.04 Selection of a Mediator**

Within 10 days of agreeing to go to mediation, either Party may suggest a person to serve as a Mediator. The other Party shall respond within 10 days either agreeing to the Mediator or suggesting alternative Mediators.

- 14.05 (a)** Where a Mediator has been agreed upon by the Parties, the Mediator shall be requested, in writing, to set a time and date for the mediation. If the date of the hearing is not within 30 days of the request, either Party may reject the mediator and suggest alternatives.
- (b) Where the Parties are unable to agree upon a Mediator or where 2 Mediators have been selected but declined or were unable to set a hearing within 30 calendar days, either Party shall request, in writing,

that the Canadian Institute for Conflict Resolution appoint the Mediator.

- (c) The Parties shall jointly and equally bear the fees and expenses of the Mediator.

**14.06 Authority of the Mediator**

The Mediator's purpose is to assist the Parties in reaching a settlement of the issues in dispute. The mediator shall have no authority to add to, subtract from, modify or change the provisions of the Agreement, unless the Parties have expressly agreed in writing to give the mediator specific authority to do so or to make an award which has such effect.

## **Article 15:**

### **Probation, Employee Evaluations and Records**

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#### **15.01 Probationary Period**

Except as provided for in Articles 9.03 and 9.04, new Employees shall be hired as continuing part-time or full-time Employees and shall be required to complete a 4-month probationary period.

#### **15.02 The Employer shall have the option to waive the probationary period.**

**15.03** The termination of a probationary Employee during this probationary period shall be at the discretion of the Employer based on reasonable standards of performance and suitability. The Employee shall receive appropriate job instruction during the probationary period. During the probationary period, Employees shall have all rights under this Agreement, except with respect to termination. Probationary Employees may be discharged for just cause at any time during the probationary period. The Parties agree that a lesser standard of just cause applies to probationary Employees. A grievance may be filed where the Union claims a violation of this Article or Article 5 with respect to discharge. Probationary Employees shall be given one week's pay and they and the Union shall be given written notice of the Employer's intention to discharge such an Employee effective immediately. Concerns regarding performance should normally be raised with Employees as soon as possible during the probationary period. At the end of the probationary period, the Employee shall become a permanent Employee on continuous appointment pursuant to the evaluation process as specified in Articles 15.04 and 15.05.

**15.04** During the final 20 days of a full-time Employee's probationary period, the Employer shall meet with the Employee to review their work. In preparation for the meeting, the Employer may solicit information from other Staff or members of the Association who have regularly and directly worked with the Employee during the probationary period. In such cases, the Employer shall consult with the Employee on a list of people who shall be solicited. The Employer will solicit information from at least 2 individuals suggested by the Employee, and can also solicit information from the same number of individuals of the Employer's choosing. Any concerns that may have negative impact on the Employee's successful completion of probation must be shared with the probationary Employee prior to any decision about permanence, and the Employer must provide supporting evidence to show there is sufficient cause to believe such concerns are valid. Concerns regarding performance should normally be raised with Employees as soon as possible during the probationary period.

**15.05** Prior to completion of the probationary period, the Employee shall receive a written statement from the Employer about whether or not permanency has been granted. In the case of a denial of permanency, the Employer shall provide reasons in writing.

## 15.06 Evaluations

The Parties recognize the right and duty of the Employer to manage its workforce and that best practice includes a consistent, fairly applied and documented approach. It is in the Association's best interests to have regular performance appraisals and documented progressive performance management of the Employees of the Association. Such evaluations provide a tool for Employees to know whether or not they are meeting expectations and to have an opportunity to improve.

(a) The Parties agree that the primary purpose of performance evaluations is to assist the Employee in improving their performance in carrying out the duties as set out in the job description, taken as a whole.

(b) The Immediate Supervisor on behalf of the Employer shall evaluate Employees following (i) a three-month interval, a six-month interval, and a one-year interval from the commencement of employment; or (ii) a three-month interval from the commencement of duties in a new job classification.

(c) After the one-year period referred to in 15.06 (b), the Immediate Supervisor on behalf of the Employer may initiate, or the Employee may request, an annual performance appraisal. No other evaluation or appraisal shall take place except in accordance with this Article.

(d) The Immediate Supervisor on behalf of the Employer may evaluate an Employee with respect to any aspect of the job for which the Employer has, subsequent to the probationary period, provided additional training. There shall be no more than one such evaluation per special training period.

(e) An Employee may request from the Immediate Supervisor an evaluation of their performance of a particular skill for which the Employee has received training outside the Employer's resources. There shall be no more than one such evaluation per special training period.

(f) All evaluations and appraisals shall include a meeting between the Employee and the Employee's Immediate Supervisor. The results of the evaluation or appraisal shall be provided, within one week of the meeting, to the Employee in writing, with receipt acknowledged by the Employee's signature. The Employee shall have the right to comment in writing. Such comments shall be appended to the evaluation, which shall be placed in the Employee's personnel file.

## 15.07 Informal Meetings

Where the Immediate Supervisor wants to discuss the work or conduct of an Employee, they may hold an informal meeting with the Employee to discuss the matter. Informal meetings shall not be

disciplinary in nature and the outcomes of said meetings shall not constitute discipline or evaluation.

## **Article 16:**

### **Discharge and Discipline**

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16.01 An Employee must be informed of any complaint or accusation, which may be detrimental to their advancement or reputation, when the complaint or accusation is made. Copies of written complaints or accusations shall be provided to the Employee. If the basis of the complaint cannot be reasonably substantiated, the complaint must be dismissed and expunged immediately, and shall not be used against the Employee in any way.

#### **16.02 Just Cause**

An Employee may be disciplined only for just cause. Such disciplinary measures shall be reasonable and commensurate with the seriousness of the violations, and consistent between Employees and with past practice.

16.03 The only disciplinary measures that may be taken are the following, and such measures must only be applied in the following order:

- i. notification of a meeting to discuss discipline
- ii. a letter of warning
- iii. a letter of reprimand
- iv. suspension(s) with pay
- v. suspension(s) without pay
- vi. dismissal for just cause

All of the above disciplinary measures must be communicated to the Employee, in writing, with a copy provided to the Steward and the Union at the same time.

Suspension is the act of the Employer in relieving an Employee of all duties for cause without their consent.

Dismissal for cause means the termination of an appointment by the Employer without the consent of the Employee. It is understood by the Parties that neither the expiry of a limited term appointment nor the lay-off of a regular or limited term Employee pursuant to Article 20 shall constitute unjust dismissal.

16.04 An Employee shall have the right to have a Union representative present at any discussion with the Employer which the Employee believes might lead to discipline or which is included in the list of disciplinary measures in 16.03 i through vi.

#### **16.05 Confidentiality**

The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the Employee and the authorized Union Representative, the President (or designate from the Staff Relations Committee), and the Steward or any representative of the Union or Employer who is directly

involved in the investigation and processing of the complaint. Further the aforementioned disciplinary information shall only be made available to the entire Executive in the event that the information is required for the Executive to make an informed decision.

- 16.06 Any record of disciplinary action not involving violence or harassment will be removed from the Employee's personnel file after 2 years, provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation and the Employee has not been on leave.

## **Article 17:**

### **Strikes, Lockouts and Third Party Picket Line Exemptions**

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- 17.01 There shall be no strikes or lockouts (as defined in the *Ontario Labour Relations Act*) as long as this Collective Agreement continues to operate, except as provided for in Article 33.
- 17.02 The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or refusal to handle goods for an employer where a strike or lockout is in effect.
- 17.03 The Association shall make every reasonable effort to provide alternate office space for the Employees during the strike or lockout of a union on campus. If alternate space is not available, Employees shall be permitted to work from home.
- 17.04 The Employer shall not request, require or direct members of the bargaining unit to perform work resulting from strikes or lockouts that would have been carried out by those persons on strike or locked out. Additionally, it shall not request, require or direct members of the bargaining unit to perform work that would be in direct support of any employer affected by a strike or lockout.
- 17.05 The Employer shall, where possible, meet off-campus with the Steward prior to (but in no case more than one day after) the start of any strike or lockout to determine procedures for the functioning of the Association office during a strike or lockout on campus.

## **Article 18:** **Filling of Vacancies / Hiring Process**

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### **18.01 Definition of Vacancy**

For the purposes of Article 18, "Vacancy" shall be defined as any position listed under Appendix A, which becomes vacant whether through sick leave, leave of absence, layoff, discharge, resignation, or retirement, or any full-time and permanent position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary or part-time positions that are not bargaining unit positions shall not be subject to any provision under this Agreement.

### **18.02 Notice of Vacancy**

In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union.

### **18.03 Examination of Vacant Positions**

In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union and Employer shall attend a meeting to discuss the job description for the vacant position. The Employer shall provide the Union with 2 days' notice of this meeting. In accordance with other provisions of this Agreement, the Union and Employer must mutually agree to amend any job description, or portion thereof.

### **18.04 Recall of Employees on Layoff**

No new Employees shall be hired when there are Employees on layoff who are qualified and willing to do the job, and able to start work within 10 working days. Accordingly, the recall process as defined in Article 20 must be satisfied prior to undertaking any internal transfer or hiring process.

### **18.05 Hiring Committee**

A hiring committee (herein for the remainder of Article 18 referred to as "the Committee") shall be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee shall consist of two members appointed by the Union, the Supervisor of the vacant position and two members appointed by the Employer from the Executive. The Committee may, at their discretion, ask an employee of the Wilfrid Laurier University Human Resources department to participate in the hiring committee. The Employer's representative shall notify the Union of the creation of the Committee, following which both the Union and the Employer will have 5 business days to appoint their respective members.

### **18.06 Union Representative**

One of the Union representatives on the Committee shall be a non-voting participant with full speaking rights in the hiring process, and shall normally be a bargaining unit member. An authorized representative of the Union will participate as an observer when members of the bargaining unit are not available.

**18.07 Hiring Process Determination**

The Committee shall determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner that will attract the best applicants to the position. The Committee shall not have the authority to alter or amend the job description in any way, without consent of the Union.

**18.08 Job Posting**

The Committee shall draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix A, the qualifications, required knowledge and education, skill, shift, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

**18.09 Internal Posting Period**

The posting for a vacancy shall be first advertised internally, for a period of 5 business days during which time Employees may submit an internal application, and the process will continue as described in Article 18.

**18.10 External Advertising**

Where no application has been received from an Internal Applicant, or where the requirements of Article 18 have been fulfilled and a vacancy still exists, the Committee shall propose to the Employer the best manner in which to advertise the position to potential external applicants. Based on the Committee's proposal, the decision on methods to be taken to advertise the position shall be the sole purview of the Employer.

**18.11 Evaluation and Recommendation**

The Committee shall endeavor to evaluate the applicants based on the criteria established at the start of the hiring process in accordance with Article 18.07. Based on these evaluations, the Committee shall recommend the most appropriate applicant to the Employer.

**18.12 Non-Unanimous Recommendations**

Where a unanimous recommendation from the Committee members is not possible the Committee may

- (a) Issue "majority" and "minority" recommendations, outlining the supporting rationale for 2 candidates
- (b) Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

**18.13 Hiring Decision**

In accordance with Article 3.01(c), the final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee under Article 18.11. The Employer has the responsibility of informing the chosen candidate of the decision.

**18.14 Starting Salary**

The starting salary of all new Employees shall be at least the Salary Floor as defined in Article 32.

**18.15 Training Period**

The Employer is responsible for ensuring that an Employee upon hiring is provided with proper and adequate training in the fulfillment of the duties of their position, including general office orientation and an introduction to policies and procedures.

**18.16 Vacant Position due to Leave of Absence**

When a bargaining unit position becomes vacant due to a leave of absence, a hiring committee shall be struck within 10 business days following the approval of the Employee's leave. The Union recognizes that this timeline may be difficult under certain circumstances. Where the 10 business days is not possible, a hiring committee must be struck within the first 6 weeks of the leave term.

**18.17 Advertising Postings**

Positions shall be posted, at least, on the Canadian Organization of Faculty Association Staff (COFAS) listserv, the WLUFA website and in a prominent location within the workplace.

## **Article 19:**

### **Seniority/Internal Transfers**

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#### **19.01 Seniority**

Seniority is defined as the length of employment with the Employer or successor. Each Employee shall begin to accrue seniority upon the commencement of their employment with WLUFA. Seniority for part-time and casual Employees shall be calculated on an hourly basis with 1820 hours equaling one year of service. Seniority is used to determine, within the bargaining unit, priority for appointments to vacant and new positions (as per Article 18), layoff and recall, vacation scheduling and any other rights or benefits to which seniority applies in this Agreement.

**19.02** Provided an Employee has not resigned their position and has not been discharged in accordance with Article 16, they shall retain their seniority upon leaving employment with the Association for a period of 24 months and shall be considered to be an internal applicant for any vacancy within this period.

**19.03** When a vacancy or new position is posted in accordance with this Article and there are internal applicants, the most senior qualified internal applicant shall be appointed to fill the vacancy. The Employee must serve in this position for 80 days. Following this period, the Employee shall be confirmed in the position subject to a review as specified in Article 15. If an Employee is deemed to be unable to fulfill the normal requirements of their new position through the review process, they shall be returned to their former position, unless the Employee was not employed by WLUFA at the time of appointment to the new position. An Employee may also request to be returned to their former position in writing any time during this period if applicable. In either of these cases, if there was a change to the Employee's salary as a result of the appointment, the Employee shall return to their prior salary.

**19.04** To fill the vacancy created by the Employee's appointment under Article 19.03 during the 80 day period of initial service, the Staff Relations Committee shall determine whether a Limited Term appointment shall be made as specified in Article 9. Subsequent to the confirmation of the Employee in their new position, the Limited Term Employee's appointment shall be converted to a Continuous Full-Time appointment with a probationary period as specified in Article 15.01. The 80 days worked as a Limited Term Employee shall count towards the 4-month probationary period.

## **Article 20:**

### **Position Redundancy, Layoff, Recall and Termination of Employment**

#### **20.01 Position Redundancy, Layoffs, and Reduction in Hours**

The Employer has a fiduciary responsibility to the Association membership. The Employer may declare a position (a) redundant (within any job classification) and subject to layoff or (b) to require a reduction in hours. A redundancy or reduction in hours can be determined by the Employer due to a lack of work, a need to reorganize duties, the changing needs of the Association in the best interests of its members, or the need to reduce services. Two days prior to a redundancy or reduction in hours meeting, the Employer shall submit, in writing to the Union, the reason for the redundancy or reduction in hours. There will be no layoff from the bargaining unit until a reasonable attempt has been made by the Employer, in consultation with the Union, to make the necessary reductions in the workforce through attrition.

#### **20.02 Layoffs due to Financial Exigency**

Layoffs may occur if a bona fide financial exigency exists.

- (a) A bona fide financial exigency shall exist only when the long-term financial viability of the organization is seriously threatened and when drastic financial measures are necessary.
- (b) Layoffs shall be used to help correct a state of financial exigency only to the extent required to meet the financial exigency and only in the absence of reasonable alternative measures.
- (c) Prior to the formation of the Financial Commission in Article 20.02(d), the Employer shall inform the Union of its consideration of a declaration of financial exigency. At that time, the Union shall be provided with all information it considers necessary to assess the financial position of the Employer.
- (d) A Financial Commission shall be established by the Parties consisting of 2 representatives chosen by the Employer and 2 representatives chosen by the Union, one of whom shall be from the bargaining unit and one of whom shall be designated by CUPE Local 1281 as an authorized representative of the Union. An external chairperson shall be selected jointly by the Parties. The Financial Commission shall be established within one month of the notification in Article 20.02(c).
- (e) The Terms of Reference for the Financial Commission shall be
  - i. To assess whether in the light of a full examination of the Association's financial situation, the Association has a financial exigency involving deficits which continue for more than one financial year, which are predicted by generally accepted accounting principles to continue, and the persistence of which will seriously inhibit the Association's ability to fulfill its mandate; and

- ii. To assess whether a decision to resolve a financial exigency through layoffs of an Employee or Employees of the bargaining unit is necessary; and
  - iii. To report to the Executive and the Union within 60 days of its establishment.
- (f) The Financial Commission shall have access to any and all data and documents which it deems relevant to its study and shall have the power to call for submission from any individual or group it chooses. All data and documents relevant to the Financial Commission must remain confidential to the Parties involved.
- (g) Should the Financial Commission find that it is not necessary to declare a state of financial exigency the Association shall not be entitled to do so.
- (h) The Parties agree that no later than one week following a declaration of financial exigency pursuant to this Article, the Parties shall meet in an effort to find methods of reducing expenditures under this Collective Agreement which could avoid or reduce the number of layoffs in the bargaining unit.
- (i) Commencing on the date of notice specified in Article 20.02 (c), there shall be a freeze on all hiring and work contracted out in the area of work normally performed by members of the bargaining unit. Such freeze shall continue for two years after the final lay-off made pursuant to the financial exigency or until all laid-off Employees have been recalled or declined recall.
- (j) Within 15 days of the declaration of financial exigency, either Party may refer any dispute concerning financial exigency directly to final and binding arbitration under Article 14. The Employer agrees not to implement any layoff until the dispute is resolved.

#### 20.03 Notice of Layoff

The Association shall comply with the *Employment Standards Act* in giving notice to Employees about layoffs.

#### 20.04 Right of Recall

- (a) All laid-off Employees shall have recall rights for 2 years subsequent to layoff and shall have a right of first refusal in order of seniority over new appointments for which they are qualified during this two-year period.
- (b) An Employee who is recalled shall have one week to decide whether to accept the offer and 4 weeks from the date of notification to report for work. The Employer may extend these periods.

**20.05 Severance**

Laid-off Employees shall receive one month's salary for each year of service with WLUFAs, with a minimum of 3 months' and up to a maximum of 24 months' salary.

**20.06 Resignation**

(a) Full-time Employees shall give as much notice as possible, and not less than 2 weeks' notice, of their intent to resign from employment with the Association.

(b) Part-time Employees shall give 2 weeks' notice of their intent to resign from employment with the Association.

**20.07 Termination of Employment**

An Employee leaving the service of the Association for any reason shall be entitled to all vacation pay owing to them up to their last working day and shall be entitled to applicable unpaid overtime owing to them up to the last working day. The Employee shall receive all such compensation in pay on their last working day.

## **Article 21: Paid Holidays**

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### **21.01 Statutory and Annual Holidays**

Employees shall be given the following paid holidays:

January 1  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
National Day for Truth and Reconciliation  
Thanksgiving Day  
December 24  
December 25  
December 26  
December 31

and all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments, or the Employer and any other day that is listed as a holiday in the Wilfrid Laurier University calendar, and when University operations are declared closed by the President of the University.

In addition there will be 3 floating days that will be designated annually that will fall within the Holiday Break.

### **21.02 Holidays during Vacation**

When any of the holidays defined in Article 21.01 fall during an Employee's vacation period, the Employee shall receive an additional day of vacation.

**21.03** The Employer recognizes that an Employee may, for religious reasons, wish to observe religious holidays other than or in addition to those listed in Article 21.01. In such cases the Employee shall notify the employer at least one week in advance of their intention to observe those religious holidays. The Employee shall be entitled to one paid holiday, a maximum of 2 times per year. If additional days are required, Employees may use accumulated vacation or lieu time, to observe such holidays.

## **Article 22: Paid Vacation**

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- 22.01 An Employee's vacation year begins with the first day of employment. Vacation entitlement will accrue annually at the appropriate rate based on years of service. Vacation entitlement for part-time Members will be prorated in accordance with their regular work schedule, such that they will receive the equivalent percentage of vacation hours at their regular hourly rate of pay.
- 22.02 Employees shall accrue paid vacation in the following manner:
- (a) at the rate of 15 days per vacation entitlement year from the first year of employment through the completion of 5 years of employment;
  - (b) at the rate of 20 days per vacation entitlement year from the 6th year through the completion of 12 years of employment;
  - (c) at the rate of 25 days per vacation entitlement year from the 13th year through the completion of 25 years of employment;
  - (d) at the rate of 30 days per vacation entitlement year from the 26<sup>th</sup> year onwards
- 22.03 Notwithstanding 22.02, current Employees shall not have their vacation entitlement reduced.
- 22.04 Employees with less than 5 years of employment with WLUFAs may carry over unused vacation into their next vacation period to a maximum of 15 days. Employees with 5 to 24 years of employment with WLUFAs may carry over unused vacation into their next vacation period to a maximum of 20 days. Employees with 25 or more years of employment with WLUFAs may carry over unused vacation into their next vacation period to a maximum of 25 days.
- 22.05 Vacation credits shall accrue while an Employee is on maternity leave, parental leave, sick leave of less than 30 calendar days, and any leaves of absence of less than 30 calendar days' duration.
- 22.06 Upon termination of employment, Employees, or the estate of an Employee who dies while employed by the Association, will be entitled to receive payment for any unused vacation entitlement.

## **Article 23: Sick Leave**

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### **23.01 Definition of Sick Leave**

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

### **23.02 Notification of Sick Leave**

An Employee unable to attend to their duties because of illness or accident shall promptly advise their Immediate Supervisor (or the President if the Immediate Supervisor is unavailable). In the case of an accident, the Employee shall produce medical evidence at the earliest possible time.

In order to substantiate that an Employee is absent due to illness, the Employer has a reasonable level of discretion to request that an Employee provide a relevant medical note. In the case(s) of multiple consecutive days of absence, patterned absence, suspicious absence, and/or high level of absence, the Employee will be required to provide the Employer with a relevant medical note.

### **23.03 Sick Leave Benefits**

(a) All full-time Employees will accumulate sick-leave credits as follows:

- i. new Employees will be credited with 20 days after their first day of employment; and
- ii. Employees will be credited with an additional 1.5 days for each month in which work was actually performed or in which the Employee was absent on vacation, or a paid leave, except sick leave.

These credits will accumulate to a maximum of 105 working days.

(b) All part-time Employees will accumulate sick-leave credits as follows:

- i. new Employees will be credited with 10 days after their first day of employment; and
- ii. Employees will be credited with an additional day for each month in which work was actually performed or in which the Employee was absent on vacation, or a paid leave, except sick-leave.

These credits will accumulate to a maximum of 105 working days.

- (c) For the purposes of this Article, one day is defined as a period equal to the Employee's normally scheduled daily work period.
- (d) An Employee's accumulated sick-leave credits will be reduced equal to the period of absence due to sickness or injury.
- (e) Employees are also eligible to use their sick leave to a maximum of 50 days per calendar year when prevented from attendance at work in order to attend a child, spouse, parent, or sibling who is sick and dependent upon the Employee for health care. In exceptional circumstances, additional sick leave may be approved by the Employee's Supervisor; such approval will not be unreasonably denied. The Employee may be required to verify the basis for the absence by providing supporting documentation.

If a physician's statement is requested, the Employer will reimburse the Employee for up to \$30 per certificate.

- (f) During the first 120 consecutive calendar days of absence due to the Employee being unable to perform their job due to illness, disability, injury or recuperation, Employees will receive:
  - i. 100% of their salary in effect at the time of absence for the period equal to the number of sick-leave credits accumulated at the time of absence; or
  - ii. For absences greater than 5 consecutive working days and where no sick-leave credits are available, Employees will be eligible to receive 66  $\frac{2}{3}$ % of their current salary in effect at the time of absence where no sick-leave credits are available, subject to the completion of a Medical Certificate of Disability acceptable to the Employer.

23.04 During the first 120 consecutive calendar days of absence due to illness or accident, benefit coverages and applicable premium payments by the Employee and the Employer will continue. If the absence is due to the same illness or injury within 30 days of returning from the original absence, it will be classified as a continuation of the same absence and only the balance of the unused portion may apply. An Employee may be required to provide the President with a physician's statement verifying the illness or injury. The Employer shall reimburse the Employee for the full costs of any certificate required.

23.05 Should the sick leave period extend beyond 120 consecutive calendar days, an Employee who is enrolled in the University's Long Term Disability

Plan, or a person authorized to act on behalf of the Employee, may apply for benefits under the Long Term Disability Plan. The Employer shall assist the Member in making application for benefits under the Long Term Disability Plan. After this initial 120 consecutive calendar days, an Employee may remain on sick leave, but without salary and benefits.

23.06 While an Employee is on sick leave without pay, the Employer shall not contribute towards benefits, but will permit and facilitate continuance of any coverage if desired by the Employee with the Employee paying the applicable premiums. The provisions of this clause shall not prevent the Employer from extending benefits beyond the 120 calendar day period.

23.07 Sick leave benefits are not cumulative and are not reimbursed upon termination of employment or at any other time.

## **Article 24:**

### **Leaves**

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#### **24.01 Retention of Seniority**

In no case shall any Leave on the part of an Employee, as defined in Article 24, result in a loss of seniority to the Employee

#### **24.02 Bereavement Leave**

Employees shall be granted Bereavement Leave with full pay and benefits, as follows:

- (a) 10 working days in the case of death of immediate family, defined as a child, spouse, parent, sibling, or intimate companion.
- (b) 3 working days plus the day of funeral in the case of death of a non-immediate family member defined as a mother-in-law, father-in-law, grandparent, grandchild or any other relative or close friend.
- (c) In cases where the Employee is compelled to travel for bereavement purposes in excess of 500 kilometers one-way from their primary place of residence, the Employee shall be granted an additional 2 working days leave.

#### **24.03 Compassionate Leave**

Employees shall be granted Compassionate Leave with full pay and benefits, as follows:

- (a) 5 working days in the case of serious illness of a child, spouse, parent, sibling, or intimate companion.
- (b) 2 working days in the case of serious illness of a mother-in-law, father-in-law, grandparent or any other relative or close friend.

Upon request by the Employee, Compassionate Leave with full pay and benefits for periods of longer than 5 days may be granted by the Staff Relations Committee.

#### **24.04 Personal Leave**

Employees may be granted Personal leave without loss of compensation and benefits of up to 4 working days per fiscal year by their Immediate Supervisor to accommodate absence resulting from, but not limited to:

- (a) illness in the Member's immediate family;
- (b) relocation of their household; or
- (c) preparation for and writing examinations; or
- (d) legal appointments; or

- (e) major property damage caused by fire; or
- (f) additional Bereavement Leave as required; or
- (g) the observance of religious holidays that are not identified as Paid Holidays under this Collective Agreement.

Employees must request such leave as far in advance as possible, normally with at least 5 days' notice, except in urgent circumstances. In requesting such leave, Employees need to indicate that the leave is in compliance with this Article.

Requests for Personal leave will not be unreasonably denied provided that the leave can be reasonably accommodated.

#### 24.05 Unpaid General Leaves

- (a) An Employee may request an Unpaid Personal Leave up to a maximum of 12 months. Requests for such a Leave shall be submitted in writing to the President at least 4 weeks before the date of desired commencement of absence from work. The request will include the duration of and reason for the leave. The President shall provide the Employee a response to the request, in writing, no later than 10 working days following receipt of the request for leave. Granting of permission for the Leave shall not be unreasonably withheld provided that the leave can be reasonably accommodated. The withholding of permission may become the subject of a grievance and such grievance shall be initiated at Step Two of the grievance procedure.
- (b) For the first 30 calendar days of an unpaid general leave, the benefit coverage and premium payments by the Employer and Employee will not change. After the first 30 calendar days, the Employee will be required to make both the Employee and Employer contributions towards the cost of the available benefits that the Employee wishes to continue.
- (c) Prior to the conversion to the University Pension Plan (UPP) outlined in the Memorandum of Agreement Re: Conversion of the Wilfrid Laurier University Pension Plan Ontario appended to this Agreement, the Employer will continue to make Employer contributions to the Pension Plan as specified in 24.05(b), unless the Employee has advised the Employer in writing that they do not wish to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Upon conversion to the UPP, these requirements will cease. If conversion to the UPP does not take place, then the Collective Agreement language remains status quo.

#### 24.06 Leave for Academic and Professional Development

- (a) In order to satisfy the Association's needs for particular skills and qualifications, the Employer may grant academic or professional development leaves with pay to full-time or part-time continuing Employees. In particular, the Employer may provide paid time off to Employees who undertake skill development or qualification upgrade in order to assist the Association in meeting its mandate and to enhance services provided to the Association's membership. Such requests shall not be unreasonably denied.
- (b) The Employee shall continue to receive full benefits, to move through the salary grid as if they were not on leave, and to earn seniority credit.
- (c) One month prior to the commencement of such leave, the Employer shall inform the Employee in writing of all agreed terms and conditions upon which the granting of leave is based, including a reference to the specific section(s) of the Collective Agreement which governs the type of leave granted and specifying a deadline (minimum of one week) for acceptance or rejections of the said terms and conditions.
- (d) The Employee shall not be deemed to have accepted the terms of such leave of absence until they have so notified the Employer in writing. Failure to accept within the deadline shall be deemed to constitute non-acceptance.
- (e) Once accepted by the Employee, the Employee is responsible for any cost to the Employer arising directly out of a subsequent change altering the arrangements with respect to such leave.

#### 24.07 Pregnancy, Parental, Adoption Leave

##### (a) Pregnancy Leave

An Employee who is pregnant will be entitled, upon their application to their Immediate Supervisor, to a leave of absence of 17 weeks, or such shorter leave as they may request, commencing during the 17 weeks immediately preceding the estimated birth date, provided that the Member has been employed by WLUFA for at least 13 weeks before the expected birth date.

An Employee will give their Immediate Supervisor 2 weeks' notice, in writing, of the day on which they intends to commence their pregnancy leave, and the intended duration of such leave. Should their Immediate Supervisor require a certificate, signed by a legally qualified medical practitioner, stating the estimated birth date, then WLUFA shall reimburse the Employee for the full cost of the certificate.

WLUFAs shall make reasonable efforts to accommodate a pregnant Employee to perform the essential duties of their position.

An Employee who returns to work on or after the expiration of their Pregnancy Leave shall be reinstated in their former position with full salary and benefits. If their former position no longer exists, their reinstatement provisions as stated in the *Employment Standards Act 2000* and as amended from time to time will apply. Seniority will accrue during the leave.

An Employee wishing to return prior to the original date of return will notify their Supervisor in writing of their intentions, at least 4 weeks in advance, giving the revised date of return.

(b) Post-Natal Leave

On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with no loss of compensation and benefits of up to 5 days to be taken within 4 weeks of the birth. An Employee shall apply in writing to their Immediate Supervisor 2 weeks prior to the commencement of the leave.

(c) Parental Leave

An Employee who is a parent and who has been employed by WLUFAs for a period of at least 13 consecutive weeks prior to the start of the leave or 13 weeks before a child comes into the parent's custody, care and control for the first time shall be entitled to a leave of absence without pay of up to 61 weeks.

The Parental Leave of a Member who has taken Pregnancy Leave shall commence immediately upon the completion of their Pregnancy Leave or when the baby first comes into the custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave shall commence within 78 weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave will be in accordance with the *Employment Standards Act, 2000* and as amended from time to time.

An Employee shall give written notice to their Immediate Supervisor at least 2 weeks prior to the commencement of a Parental Leave. This notice shall include the intended duration of the leave.

An Employee wishing to return from Parental Leave prior to the original date of return shall notify their Immediate Supervisor, in writing, at least 4 weeks in advance, giving the revised date of return.

An Employee who returns to work on the expiration of their Parental Leave shall be reinstated in their former position with the full salary that they would have been entitled to had they not taken the leave. If their position no longer exists, the reinstatement provisions as stated in the *Employment*

Standards Act, 2000 and as amended from time to time will apply.  
Seniority will accrue during leave.

- (d) **Supplementary Benefits for Pregnancy and Parental Leave**  
Supplementary benefits are not available to Employees who have been hired externally into a contract position.

During the period of Pregnancy Leave, the Employee is entitled to supplementary benefits as follows:

- i. for the first 2 weeks, the Employee shall receive 100% of their full salary;
- ii. for a maximum of 15 additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of their full salary.

An Employee who has not received supplementary benefits for a pregnancy leave under 24.07 d) i and ii shall be eligible to receive:

- iii. 100% of their full salary for the first 2 weeks of Parental Leave, and
- iv. an amount equal to the difference between the Employment Insurance benefits received and 95% of the Employee's full salary for the next 10 weeks of Parental Leave.

An Employee who becomes a primary caretaker of their spouse's child because of the death or incapacitation of the birth mother at the time of birth shall, in addition to the above, be entitled to an amount equal to the difference between the Employment Insurance benefits received and 95% of the Employee's full salary for an additional 17 weeks.

An Employee who has received supplementary benefits for a pregnancy leave as above and who has been employed by WLUFCA for at least 12 months immediately preceding the birth of a child shall be entitled to supplementary benefits for a Parental Leave, equal to the difference between the Employment Insurance benefits received and 95% of the Employee's full salary for up to 12 weeks.

To receive the supplementary employment benefit defined above, the Employee shall provide the President with proof of application to Human Resources Development Canada. The payment of the supplementary benefit shall be as follows:

- v. the Employer shall estimate the amount of the Employment Insurance payment and provide a supplementary payment to the Employee on the usual salary payment schedule and this supplementary payment shall be regarded as an advance;

- vi. upon receipt of that information, the Employee shall provide evidence of the actual payments received from Human Resources Development Canada;
- vii. the subsequent payments to the Employee shall be adjusted up or down to reflect the actual Employment Insurance payment.

Should an Employee fail to return to work for a minimum period of 6 months or on a reduced workload for an equal number of hours, pro-rated over a longer period of time not to exceed 12 months, following the expiration of the Pregnancy and/or Parental Leave, they shall be required to repay the Supplementary Benefit they have received, except when the Employee provides satisfactory evidence of the illness of the Employee or the child or when the Employee is laid off.

An Employee on Parental Leave who is the primary caretaker for a newly adopted child shall be entitled to supplementary benefits as follows:

- viii. for the first 2 weeks, the Employee shall receive 100% of their full salary;
- ix. for a period of up to 10 additional weeks, the Employee shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of their full salary.

(e) **Extended Parental Leave**

An Extended Parental Leave without compensation, up to a maximum of 52 weeks, shall be given to any Employee who has been employed by WLUFA for at least 14 months immediately preceding the commencement of a Parental Leave. Extended Leave shall commence immediately upon the completion of a Parental Leave. The Employee shall give written notice to their Immediate Supervisor at least 3 months prior to the commencement of the Extended Parental Leave.

An Employee wishing to return from Extended Parental Leave prior to the original date of return shall notify their Immediate Supervisor, in writing, at least 4 weeks in advance, giving the revised date of return.

(f) **Benefits During Pregnancy and Parental Leave**

During a Pregnancy or Parental Leave, the Employer and the Employee will continue to make contributions toward the cost of the available benefit plans unless the Employee has advised the President, in writing, that they do not wish to continue to make the Employee contributions to such plans. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the Employer in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.

During an Extended Parental Leave, the Employee shall be required to make both the Employee and the Employer contributions toward the cost of the available benefits that the Employee wishes to continue and shall advise the President in writing of their intentions to do so. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.

Upon return to work from an Extended Parental Leave, an Employee shall resume their former position provided that it still exists, with full salary and benefits. If their position no longer exists the reinstatement provisions as stated in the *Employment Standards Act, 2000* and as amended from time to time will apply.

Upon conversion to the UPP as outlined in the Memorandum of Agreement Re: Conversion of the Wilfrid Laurier University Pension Plan to the University Pension Plan Ontario (UPP) appended to this Agreement, the pension provisions in Article 24.07(f) identified for deletion in the MOA shall cease.

#### 24.08 Court Leave

Paid leave shall be granted to any Employee required to be a witness or juror by any body in Canada with powers of subpoena. The Employee shall notify the President or their designate immediately upon their receipt of notification that the Employee shall be required to attend court and present proof of service requiring attendance.

#### 24.09 Election Leave

In Federal Elections, Employees who are eligible to vote shall be granted a leave with pay where required to ensure that they have a period of 4 consecutive hours for the purpose of voting during the time that polls are open on election day. In Provincial and Municipal Elections the leave shall be granted to ensure that the Employee has a period of 3 consecutive hours for the purpose of voting. Any such leave must be arranged with the Employee's Immediate Supervisor.

#### 24.10 Union Leave

Union leave entitlements shall be granted subject to the ability of the Employer to carry out normal operations. Approval for any Union leave shall not be unreasonably denied.

##### (a) Paid Union Leave

Upon written notification to the Employee's Immediate Supervisor at least 5 days in advance, and Employee elected or appointed to

represent the Union at conferences or conventions, or who is attending Union education sessions, or meetings of the Stewards Council, or the CUPE 1281 Annual Convention, shall be granted leave of absence with pay and benefits. Such leave shall be limited to 15 working days per year for the bargaining unit as a whole.

(b) **Additional Unpaid Union Leave**

Additional unpaid Union leave shall be granted to those Employees elected or appointed to represent the Union as an elected Officer of the CUPE 1281 Executive, for the purpose of attending monthly Executive meetings and other related executive business that may arise from time to time.

(c) **Union Steward**

The elected Union Steward shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work for such purposes shall first be obtained from the Immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties shall be considered as time worked. The Union shall advise the Employer in writing of the name of the Steward.

## **Article 25:**

### **Training and Professional Development**

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25.01 The Employer will make available a Professional Expense Fund amount totaling \$7,500 per year to be divided amongst its Employees. Professional Expenses are expenditures related to duties performed for WLUFAs that can be reasonably considered career-enhancing as they pertain to their WLUFAs duties. These include, but are not limited to, attendance at Canadian Organization of Faculty Association Staff (COFAS) meetings. Monies unspent in the Professional Expense Fund will be carried over for one year.

The Supervisor, following a recommendation by the Immediate Supervisor, is responsible for authorizing requests for advances or reimbursements from the Professional Expense Fund.

Employees attending approved professional development seminars, conferences or workshops will receive pay as Time in Lieu at the regular rates.

#### 25.02 Professional Development

The Employer shall pay for all reasonable costs related to travel, accommodation, and/or registration associated with a professional development seminar, conference or workshop for an Employee, which the Supervisor and the Immediate Supervisor agree to be relevant to their employment duties. Such request must be made in advance of registration, in writing and must detail the perceived benefit of the opportunity to both the Employee and Employer. The Employer shall consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the opportunity, the needs of the organization, and cost, and accordingly may agree to cover all, some, or none of the associated costs. Any reimbursements will be issued no later than the next regular pay day following submission of receipt(s) for reimbursement.

## **Article 26:**

### **Payment of Wages and Allowances**

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#### **26.01 Regular Pay Days**

The Employer shall arrange for the payment of salaries and wages every 2 weeks in accordance with compensation set out in Article 32. On each payday, each Employee shall be provided with an itemized statement of wages and deductions.

#### **26.02 Hours of Work**

The normal work week shall be Monday to Friday and shall total 35 hours, which excludes a one-hour unpaid break per day for lunch.

Employees are allowed one 15-minute rest period for each 3 hours worked, at times arranged with their Immediate Supervisor. Work performed during rest periods shall not be considered as work in excess of an Employee's normally scheduled work hours and therefore shall not be eligible for overtime compensation. These rest periods cannot be accumulated or banked and taken as paid time off.

When it is not reasonably possible to take a lunch or life style break during the day the Employee may make a request to their Immediate Supervisor to replace the lunch break with early departure the same day or late arrival on another mutually agreeable day.

#### **26.03 Flex Time**

In exceptional circumstances management may approve an adjustment in working hours or flex time. Employees should make requests to their Supervisor 48 hours in advance. Requests shall not be unreasonably denied.

#### **26.04 Working From Home**

When circumstances allow, an Employee may request to perform some or all of their duties from home. The Employee's Immediate Supervisor and Supervisor will review the request. The Employer reserves the right to grant or deny the request, but such a request will not be unreasonably denied. The needs of maintaining adequate staffing levels in the office and office safety will be taken into account when considering a request. The Employee will consult with their Immediate Supervisor to develop a work-from-home plan for approval by the Immediate Supervisor. If the plan is approved, then the Employee must be available for in-person duties when required. Reasonable notice for such in-person duties will be provided by the Employer. Work-from-home arrangements may be terminated with 30 days' notice by either the Employee or the Employer. Upon mutual agreement, the Employer and the Union can terminate a work-from-home arrangement immediately or with less than 30 days' notice.

#### 26.05 Overtime

Overtime shall be defined as that time spent in hours of work beyond the normal hours of 35 per week, for which attendance is out of necessity for fulfilling the demands of the job, and for which advance permission has been received from the Immediate Supervisor.

#### 26.06 Overtime Compensation

Administrative Employees shall be compensated for accrued overtime as follows:

- (a) the Employee shall accrue lieu time on the basis 1.5 hours for each hour of overtime, or
- (b) the Employee shall be issued overtime pay at 1.5 times their normal hourly rate for each hour of overtime, upon such a request being provided to the Employer in writing, within 10 working days following the end of the month in which the overtime was incurred, or
- (c) when required to work on a Sunday, or after 10:00PM on a weekday, the Employee shall accrue lieu time or overtime pay at the rate of 2 times their normal hourly rate. Should WLUFAs negotiations continue after midnight, then, in addition to the overtime, Employees shall be offered lodging accommodations.

#### 26.07 Time in Lieu of Overtime

Notwithstanding Article 26.05, for situations such as retreats, conferences, or special events, the Employee and Immediate Supervisor may mutually agree on the granting of time-off from work in lieu of overtime. Such time off in lieu of overtime is to be taken at a time mutually agreed to by the Employee and the Immediate Supervisor.

#### 26.08 Travel Allowance

Employees shall be reimbursed for reasonable travel expenses incurred as a result of implementing the Employer's directions. While the Employer does not require any Employee to own a car as a condition of employment, where an Employee agrees to use a private automobile for the purposes of implementing the Employer's directions, the Employee shall be compensated at the current WLUFAs rate. Receipts for parking are required for expenditures over \$5.00. Employees are assumed to be solely responsible for the vehicles they operate in such situations, and as such will NOT be reimbursed for parking tickets or other traffic infractions or fines.

Employees who are required to work or attend a conference, function, meeting or other event out of town shall be reimbursed at the current WLUFAs per diem rates for meals that are not provided as part of the work obligations. Reimbursement shall be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

#### 26.09 Dependant Care

Employees who are required to work or attend a conference, function, meeting or other event outside of their normal working hours shall be reimbursed for the costs of dependant care at the discretion of the Employer. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement. With the provision of receipts, pet care will be reimbursed to a maximum of \$20.00 per day.

#### 26.10 Taxi Allowance

Employees shall be reimbursed for the reasonable costs of safe travel home, where they are required to work between 9:00PM and 7:00AM. Such reimbursement shall be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

#### 26.11 Required Educational Allowances

The Employer shall pay the full cost of any course of instruction required for the performance of the Employee's job, where the Employer agrees that such course is necessary for an Employee to better qualify themselves.

#### 26.12 Requested Educational Allowances

Employees shall be eligible to be reimbursed for costs associated with a course of instruction. Such reimbursement must be requested in advance of registration, in writing, and must detail the perceived benefit of the course to both the Employee and Employer. The Employer shall consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the course, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Any reimbursement will be issued no later than the next regular pay day following successful completion of the course and the submission of receipt(s) for reimbursement. A receipt indicating full payment of registration fees for the course will be the necessary documentation for reimbursement.

## **Article 27:**

### **Benefits and Pension**

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#### **27.01 Tuition Benefits and Daycare**

The Employer agrees to continue to facilitate the inclusion of Employees under Article 28.2 of the current Collective Agreement between Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association for Full-Time Faculty and Professional Librarians.

#### **27.02 Athletic Facility Use and Parking**

The Employer agrees to continue to facilitate the inclusion of Employees under Article 28.3 of the current Collective Agreement between Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association for Full-Time Faculty and Professional Librarians.

#### **27.03 Health and Dental Benefits**

- (a) Full time Employees shall be enrolled with the university-wide Health and Dental Benefits plan, including Extended Health Care benefits on par with the entitlements and benefits included in Article 28 of the WLUFA Full-time Collective Agreement.
- (b) Part-time Employees scheduled to work between 910 and 1249 hours in a year will receive full coverage for their choice of either the Extended Health Care Plan or the Dental Care Plan available to WLU Staff Association members, and have the option of purchasing membership in the other plan.

#### **27.04 Pension Plan**

The Employer agrees to continue to facilitate the inclusion of Employees under Article 29 of the current Collective Agreement between Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians, and agrees to any off-set amounts as negotiated by the Full-time Faculty and Professional Librarians Bargaining Unit.

Upon conversion to the UPP as outlined in the Memorandum of Agreement Re: Conversion of the Wilfrid Laurier University Pension Plan to the University Pension Plan Ontario (UPP) appended to this Agreement, the pension provisions in Article 27.04 identified for deletion in the MOA shall cease.

#### **27.05 Relocation Expenses**

The Employer agrees to reimburse moving expenses up to a maximum of \$3000.00 for a new Full-time Employee who is required to move from a distance greater than 100km of the WLUFA office to within 60 km of the WLUFA office in order to work for the Employer. The expense amount will be pro-rated for new Part-time Employees. Relocation expenses shall only apply where the move is completed within 6 months of the start date

of the appointment. Receipts must be presented within 3 months of the relocation.

**Article 28:**  
**Workplace Health & Safety**

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**28.01 Ontario Health and Safety Act (OHSA)**

The Employer shall make all reasonable provisions for the safety and health of Employees during working hours, and abide by Ontario's Health and Safety Act. The Union may, from time to time, bring to the attention of the Employer in writing any suggestions in this regard for their consideration.

**28.02 Air Quality**

The Employer agrees to make arrangements, in accordance with the Joint Health and Safety Committee, to have air quality tested regularly in areas which may be of concern to the health and safety of its Employees.

**28.03 Health and Safety Training**

The Employer shall provide appropriate Health and Safety training through Safety, Health, Environment and Risk Management for all Employees. Time spent attending any training sessions shall be considered as time worked, and the Employer shall assume all costs, if any, for this training.

**28.04 Emergency / First Aid Training**

The Employer shall make available to a sufficient number of Employees the opportunity to attend a properly accredited Emergency/First Aid Course. Time spent attending this course shall be considered as time worked, and the Employer shall assume all costs, if any, of this course.

## **Article 29:**

### **Technology and Workplace Changes**

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#### **29.01 Union Notification of Changes**

The Employer shall take adequate steps to notify all Employees, and the Union, 6 weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads. Any such change shall be made only after the Union and the Employer have reached an Agreement or settled any disagreement through the grievance procedure.

#### **29.02 Work Displacement**

When a position as defined in Appendix A is eliminated by virtue of technological change or changes in workplace, the Employee shall be given the opportunity to fill other positions as defined under Article 20.04 or to elect the severance provision defined under Article 20.05.

#### **29.03 Training Period**

Where the introduction of new methods, machines or technologies requires different or greater skills than are currently possessed by an Employee, the Employer shall provide to the affected Employee a training program sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee and Employer shall be given an opportunity to fill other positions as defined in Article 20, or elect the severance provisions defined under Article 20.05. No new Employee shall be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed their training program and is deemed to be unable to do the job.

**Article 30:**  
**Conflict of interest**

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- 30.01 This Article shall only apply to members of the Association where the conflict of interest would directly apply to their relationship with Employees working under this Collective Agreement.
- 30.02 Employees and persons acting on behalf of the Employer shall avoid participation in or voting on any decision-making process in which they have a conflict of interest.
- 30.03 A conflict of interest includes but is not limited to situations in which an Employee or a person acting on behalf of the Employer is involved in decision-making and;
- (a) stands to personally benefit or be harmed financially by virtue of the decision;
  - (b) has family or close friends who stand to benefit or be harmed financially by virtue of the decision;
  - (c) has a close personal relationship, whether positive or negative, with anyone who is affected by the decision-making process
- 30.04 An Employee or member of the Association may not supervise a member of their immediate family.
- 30.05 Whenever a potential conflict of interest arises, the person who is first aware of the situation shall immediately inform the President or designate and the Union and any relevant Party or Parties (in writing, upon request) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.
- 30.06 The usual remedy for alleviating a conflict of interest is the recusal or removal of the person with the conflict of interest from the decision-making process

**Article 31:****Maintenance of Present Conditions and Benefits**

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31.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees will continue to be enjoyed and possessed in so far as they are consistent with this Agreement, and may only be modified by mutual agreement between the Employer and an authorized representative of the Union, in writing.

**Article 32:**  
**Salary and Compensation**

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<b><u>Job Classification</u></b>	<b><u>Salary Floor*</u></b>
Administrative Assistant	\$45,000
Senior Administrative Assistant	\$55,000
Membership Engagement & Communications Officer	\$55,000

\* Salary floors are based on a 35-hour/week.

The Executive Director shall maintain records of current salaries of each Employee and will provide each of them a letter detailing their revised salary within 10 working days after July 1, annually. A copy of the letter will also be placed in each Employee's personnel file.

All Employees shall receive the following salary increases, effective July 1st each year:

- Effective and retroactive to July 1, 2024, the salary increase shall be 5.00%.
- Effective July 1, 2025, the salary increase shall be 4.00%.
- Effective July 1, 2026, the salary increase shall be 3.00%.

All Employees shall receive a lump sum of \$3284.00, effective upon ratification of this Agreement.

**Article 33:**  
**Term of the Agreement**

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33.01 This Agreement shall be binding and remain in effect from July 1, 2024 to June 30, 2027 and shall continue from year to year thereafter unless either Party gives the other notice in writing within the period of 90 days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement.

33.02 Within 30 working days of the receipt of the notice to bargain, the Parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the Union and the Employer.

33.03 Any changes deemed necessary in this Agreement may be made at any time during the existence of this Agreement by mutual written agreement between the Employer and the Union.

DATED at Waterloo this 25th day of November, 2024.

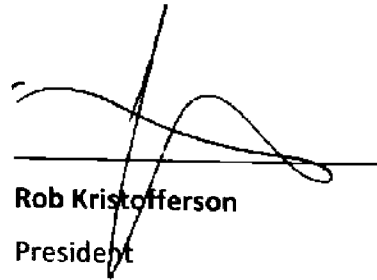
For the Union:

For the Employer:



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**Heather Murray**  
CUPE National Representative




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**Rob Kristofferson**  
President



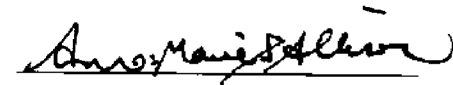
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**Linda Watson**  
Union Bargaining Committee Rep



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**Marcia Oliver**



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**Anne-Marie Allison**

## **APPENDIX A: Job Descriptions**

**Job Title:** Senior Administrative Assistant  
**Reports To:** WLUFA President, Executive Director  
**Employer:** WLUFA  
**Date:** November 25, 2024

WLUFA is the sole and exclusive bargaining agent for faculty members and librarians with regard to terms and conditions of employment. The Senior Administrative Assistant is responsible for ensuring the efficient operation and coordination of the administrative functions of the WLUFA Office. The incumbent must be able to handle a variety of tasks simultaneously, establish priorities using judgment and discretion, and work independently with a minimum of supervision. The incumbent works with confidential financial, grievance and negotiation information and works closely with the WLUFA President, Executive Director, Treasurer, Grievance Coordinator, Chief Negotiator, Executive Committee members and Grievance Officers in the day-to-day running of the Association.

### **Specific Duties**

#### **Administrative/Communications**

- Provides service to the Membership (obtain and supply information, answer questions) and redirects inquiries if necessary
- Develops a sound knowledge of and interprets the WLUFA full-time and contract faculty collective agreements
- Is familiar with University policies commonly affecting Association Members in order to answer general questions and be able to direct Members to the appropriate resources
- Meets with prospective grievors to collect information
- Prepares material and timelines for grievances
- Serves grievances as necessary
- Attends grievance meetings and takes notes
- Organizes and attends Grievance Committee meetings and takes and prepares minutes
- Participates in setting the Agenda for Executive and Grievance Committee meetings and General Meetings and distributes Executive Committee, Grievance Committee and General Meeting Agendas
- Takes and prepares minutes of Executive Committee, General and Bargaining Unit Meetings and submits to the WLUFA Secretary for approval before distribution
- Takes and prepares minutes for WLUFA for Joint Liaison Committee (JLC) meetings and submits them to the Executive Director and WLUFA's Co-Chair for approval
- Organizes pre-/post-JLC meetings for WLUFA JLC members

- Organizes WLUFAs Pre-Senate Caucus meetings and takes and prepares minutes for those meetings as needed and submits them to the Chair of the Pre-Senate Caucus
- Arranges room bookings and catering for meetings
- Liaises and coordinates with the MECO to arrange WLUFAs social events and workshops
- Liaises and coordinates with the MECO with maintenance of the membership database for both the full-time and contract faculty bargaining units
- Liaises and coordinates with the MECO to maintain accurate WLUFAs Committee lists
- Reviews full-time letters of appointment; checks for errors and anomalies; enters data into Membership database
- Enters and monitors compliance reports as per Collective Agreements and liaises and coordinates with the MECO as needed.
- Researches discrepancies from compliance reports with appropriate University personnel
- Inputs and reports new faculty hires' salaries to the Executive Director
- Prepares as needed, and sends correspondence on behalf of the Executive/President
- Administers electronic votes
- Organizes, communicates and oversees ratification votes
- Prepares reports of data and statistical information for negotiations and other areas of concern as requested
- Acts as recording secretary for negotiations, as required
- Manages office space, furnishings and equipment
- Liaises with OCUFA, CAUT, and other faculty associations and other university campus groups when required
- Carry out other duties that may be assigned from time to time as the needs and/or circumstances of WLUFAs change (such duties shall be discussed prior to assignment to ensure compatibility with workload and expertise).

#### Financial Administration

- Processes invoice, cheque preparation and accounting system entries
- Manages accounts receivable/payable
- Reconciles inter-department (University) accounts with print-out from Banner
- Reconciles bank statements on a monthly basis
- Prepares monthly financial statements

- Prepares and monitors budget in conjunction with the Treasurer and Executive Director for approval by the Executive Committee and Membership at the Annual General Meeting
- Reviews financial statements and reports in conjunction with the Treasurer and Executive Director for approval by the Executive Committee and Membership at the Annual General Meeting
- Monitors bank account(s) and investments in conjunction with the Treasurer and Executive Director
- Verifies monthly University payroll dues deductions for Members and researches discrepancies with appropriate University personnel
- Verifies number of Members for CAUT and OCUFA dues paid monthly
- Prepares year-end statements for auditor
- Liaises with the external auditor and enters adjusting entries given by auditor at year end
- Takes care of trial balance and budget tracking

#### **Qualifications and Skills**

- Administrative support skills and demonstrated abilities in office management
- Computer skills in word processing, spreadsheets, and databases
- College diploma, or equivalent, in accounting or bookkeeping
- The ability to communicate with faculty members and other members of the university community
- Skills and experience in preparing agendas and coordinating meetings with multiple participants
- Ability to work in a confidential environment
- Organizational and prioritizing skills
- Proactive and solutions oriented

**Job Title:** Administrative Assistant  
**Reports To:** WLUFA President, Executive Director  
**Employer:** WLUFA  
**Date:** August 26, 2021

WLUFA is the sole and exclusive bargaining agent for faculty members and librarians with regard to terms and conditions of employment. The Administrative Assistant provides support to the Association by assisting the efficient and effective functioning of the office. The incumbent works with confidential financial, grievance and negotiation information and works closely with the WLUFA President, Executive Director, Chief Negotiator, and Executive Committee members in the day-to-day running of the Association.

### **Specific Duties**

#### **Administrative/Communications:**

- Provides administrative support
- Records minutes for the Diversity and Equity Committee and various other WLUFA committees as required
- Maintains Association records and files including archives of minutes
- Monitors the WLUFA email and Gmail accounts and responds appropriately
- Maintains and updates membership database
- Enters and monitors compliance reports as per Collective Agreements and notifies Executive Director of concerns
- Researches discrepancies from compliance reports with appropriate University personnel
- Assists with research assignments for negotiations
- Assists Communications Officer with design and layout of all newsletters
- Assists in the administration of social media outlets (i.e., WLUFA blog, Twitter, Tumblr, Facebook, etc.)
- Monitors inventory and orders office supplies
- Responds to inquiries from Members, and/or gathers information prior to passing the question along to senior staff
- Develops a knowledge of the Collective Agreements so as to be able to answer or direct Members' inquiries
- Assembles and distributes documents to members
- Assists in the development and updating of the WLUFA website
- Assists with arrangements for WLUFA social events
- Assists with arrangements for meetings and workshops (e.g., AGM, negotiations, and mobilization)
- Assists WLUFA committees with communications and events
- Updates Member listservs
- Communicates with Members through listservs

- Prepares reports of data and statistical information for negotiations and other areas of concern as requested
- Orders flowers and sends donations/cards on behalf of WLUFAs for births, deaths, etc.
- Becomes familiar with University policies commonly affecting Association Members in order to answer general questions and be able to direct Members to the appropriate resources
- Travel Coordination:
  - Registers participants at conferences
  - Arranges travel for President, Executive Director, Executive Members, Faculty Members
  - Arranges accommodations
- Maintains a library of reference materials, including publications from CAUT, OCUFA and information from other Canadian Universities
- Maintains a library of Senate and Board of Governors meeting minutes
- Maintains accurate University Board, Senate and Committee lists
- Distribution of bulk mailing materials to the bargaining units
- Assists with preparation of agenda packages for meetings and sending out to participants in a timely manner
- Prepares and distributes new member packages
- Learns and applies new survey and communication tools as required
- Other duties as assigned

### **Qualifications and Skills**

- Administrative support skills and demonstrated abilities in office management
- Computer skills in word processing, spreadsheets, and databases
- Ability to work in a confidential environment
- The ability to communicate with faculty members and other members of the university community
- Skills and experience in preparing agendas and coordinating meetings with multiple participants
- Experience making travel arrangements
- Proactive and solutions oriented

**Job Title:** Membership Engagement & Communications Officer  
**Reports to:** WLUFA President, Executive Director  
**Employer:** WLUFA  
**Date:** November 25, 2024

WLUFA is the sole and exclusive bargaining agent for faculty members and librarians with regard to terms and conditions of employment. The Membership and Engagement Communications Officer furthers WLUFA's efforts to embrace the principles of Indigeneity, Equity, Diversity and Inclusion, and to better understand the diversity and needs of WLUFA Members, especially in relation to its communication strategies. The incumbent develops and implements a comprehensive communications and member mobilization strategy that engages WLUFA Members and extends WLUFA's profile within and outside the University.

### **Specific Duties**

- Engage members, including leadership identification and membership mapping. Develop and coordinate events, campaigns and other activities designed to increase member involvement using a combination of traditional approaches and digital strategies
- Provide updates and insight on the activities of WLUFA, OCUFA, CAUT and other Faculty Associations, with particular emphasis on member mobilization.
- Develop and maintain WLUFA's social media presence, website and overall profile.
- Design and create content for Association communications and campaigns designed to increase member involvement, including but not limited to media releases, newsletter articles, op-eds, internal communications and community outreach materials.
- Work with other WLUFA Staff to manage the preparation and distribution of documents including but not limited to newsletters, pamphlets, bulletins and handbooks.
- Ensure that communication plans and platforms are in compliance with the Accessibility for Ontarians with Disabilities Act.
- Maintain and update membership databases in coordination with WLUFA Staff
- Work with all of WLUFA's Committees and bargaining teams to ensure the dissemination of their work to Members and external stakeholders.
- Develop a standard welcome package/presentation for new Members in coordination with WLUFA Staff
- Prepares and distributes new Member packages
- Support and mobilize around provincial and national equity campaigns

- Carry out other duties that may be assigned from time to time as the needs and/or circumstances of WLUF change (such duties shall be discussed prior to assignment to ensure compatibility with workload and expertise).

### **Qualifications and Skills**

- Experience in mobilization related to collective bargaining or social justice action
- Evidence of amplifying the voices of equity-deserving groups, especially the voices of Indigenous and Black peoples
- An understanding of AODA and other accessibility considerations for both web and print communications
- Preferably, a diploma or bachelor's degree in communications, public relations, journalism, labour studies, social justice, human rights or a related discipline
- A minimum of three years' full-time work experience (or its equivalent) in communications, community and/or labour organizing, post-secondary education, media relations, public affairs, and/or journalism
- An understanding of and commitment to post-secondary education and trade unionism

Excellent written and technical communication skills, including proficiency in MS Word, PowerPoint, and preparing print and electronic publications

- Proven success in the use of social media platforms (e.g., Facebook, X (formerly Twitter)) and website design and management, and ideally experience in running one or more social media platforms for an organization or union
- Excellent interpersonal skills and proven ability to work in a collaborative environment
- Strong organizational, problem-solving, time-management, and prioritizing skills in a multi-task environment
- Ideally experience in planning and implementing communication strategies with creativity and imagination

**LETTER OF UNDERSTANDING # 1**

Between  
Wilfrid Laurier University Faculty Association  
And  
CUPE 1281

**Re: LOU #1 re The Employment of Larissa Brocklebank, as appended to the Collective Agreement between CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281 and THE WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION, 2021-2024**

Whereas LOU #1 as appended to the Collective Agreement between CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281 and THE WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION, 2021-2024 stipulates the terms of employment of Larissa Brocklebank in the Administrative Assistant position; and

Whereas Larissa Brocklebank was on leave during the 2024 contract negotiations for CUPE 1281 WLUFA Staff and thus her terms of employment and job description were not under negotiation;

The Parties agree that during her period of absence, the Employer may hire a limited term or casual part-time position with a modified job description based on their determination of organizational needs.

The Parties further agree that, upon Larissa Brocklebank's return within the duration of this Collective Agreement, that the terms and conditions of LOU #1 re The Employment of Larissa Brocklebank as appended to the Collective Agreement between CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281 and THE WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION, 2021-2024 and the Administrative Assistant's job description in Appendix A will remain in effect for 30 business days. The Administrative Assistant's job description in Appendix A will be reviewed by the Labour Management Committee within 30 days of her return.

For the Union

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For the Employer

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\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
(hereinafter referred to as the "MOA")

- BETWEEN -

**WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION**  
(hereinafter referred to as the "Association")

— and —

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281**  
(hereinafter referred to as the "Union")

**RE: CONVERSION OF THE WILFRID LAURIER UNIVERSITY PENSION PLAN TO  
THE UNIVERSITY PENSION PLAN ONTARIO**

**WHEREAS** the Association and the Union ("**Parties**") are parties to a collective agreement that expired on June 30, 2024 ("**Collective Agreement**");

**AND WHEREAS** in respect of employees represented by the Association, Wilfrid Laurier University ("**University**") and the Association agreed to the conversion and transfer of assets from the Wilfrid Laurier University Pension Plan ("**Plan**") to the University Pension Plan Ontario ("**UPP**"), which is a jointly-sponsored pension plan established effective January 1, 2020 and registered under the Ontario *Pension Benefits Act* ("**PBA**") and the *Income Tax Act* (Canada) ("**ITA**") under registration number 1357243;

**AND WHEREAS** employees of the Association participate in the Plan, and the Association has agreed to the conversion and transfer of assets from the Plan to the UPP;

**AND WHEREAS** the Parties wish to enter into this MOA for the purposes of securing CUPE Local 1281's consent to the conversion and transfer of assets from the Plan to the UPP in accordance with the PBA and related regulations, and to provide for certain consequential amendments to the Collective Agreement and any renewal collective agreement;

**NOW THEREFORE**, subject to ratification by their respective principals, the Parties agree as follows:

**1. Conversion under the PBA**

- a. The Union will consent to the conversion of the Plan to the UPP under section 80.4 of the PBA, including the transfer of the Plan's assets to the UPP, on behalf of all employees covered by the Collective Agreement who participate in the Plan ("**CUPE Local 1281 Represented Employees**").
- b. Subject to the pre-conditions set out in Subsection 2(a) of this MOA, the University will submit an application to the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario ("**CEO of FSRA**") for consent to the conversion and transfer of assets from the Plan to the UPP ("**Laurier Transfer Application**") with an effective conversion date of January 1, 2026 ("**Laurier Conversion Date**") or such later date as the University notifies the Association is necessary or desirable (as determined by the University in its sole

discretion) for the University to meet the requirements of the PBA, to ensure efficient transition and continuity of administration services for CUPE Local 1281 Represented Employees from the Plan to the UPP, or is required by the Plan's regulatory authorities.

- c. The Union will support the Laurier Transfer Application, when made by the University.
- d. If the Union does not confirm by October 24, 2024 that it is providing consent as contemplated in Subsection 1(a) of this MOA, this MOA, including the base wage rate increases provided in Section 5 and the benefits provided in Sections 6, will be null and void and will not be implemented.

## 2. Pre-Conditions to the Conversion

- a. The University's submission of the Laurier Transfer Application to the CEO of FSRA is subject to the following pre-conditions:
  - i. Approval of the UPP Joint Sponsors ("**Joint Sponsors**") to the University becoming a participating employer under the UPP effective on the Laurier Conversion Date, on terms and conditions satisfactory to and agreed upon between the Joint Sponsors and the University, and the execution of the UPP participation agreement on terms satisfactory to and agreed upon between the University, the Joint Sponsors and the UPP Board of Trustees;
  - ii. Completion of an agreement between the University and the Joint Sponsors providing for the transfer of assets from the Plan to the UPP, as required by the PBA and on terms and conditions satisfactory to and agreed upon between the Joint Sponsors and the University;
  - iii. Receipt of consent (or deemed consent) to the conversion and transfer of assets from the Plan to the UPP pursuant to the PBA; and
  - iv. Receipt of administrative or other relief from the Canada Revenue Agency or the Department of Finance, as applicable, to the participation of the Plan in the UPP with respect to the hybrid pension benefits earned under the Plan for service prior to Laurier Conversion Date.

For greater clarity, if any of the pre-conditions set out in this Section 2(a) are not met, this MOA, including the wage rate increases provided in Section 5 and the benefits provided in Sections 6, will be null and void and will not be implemented.

- b. The conversion and transfer of assets from the Plan to the UPP is also conditional upon the consent of the CEO of FSRA to the Laurier Transfer Application.

## 3. Participation in the UPP

- a. Effective on the Laurier Conversion Date:

- i. CUPE Local 1281 Represented Employees who are members of the Plan as of the Laurier Conversion Date 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 Laurier Conversion Date, cease to exist as a separate pension plan; and
  - ii. Employees covered by the Collective Agreement who are not members of the Plan as of the Laurier Conversion Date shall join or be eligible to join the UPP, as applicable, in accordance with the terms of the UPP.
- b. The participation of CUPE Local 1281 Represented Employees in the UPP on and after the Laurier Conversion Date shall be subject to the terms and conditions of the UPP in effect on the Laurier Conversion Date (including, for greater certainty, the UPP plan text), as may be amended from time to time by the Joint Sponsors.

#### **4. Member/Employer Contributions under the UPP**

- a. Effective on the Laurier Conversion Date, the total contributions to the UPP will be shared equally between the members and the Association (50/50), and subject to change thereafter as determined by the Joint Sponsors, including under any funding policy developed by the Joint Sponsors. It is understood that: the contribution rate for members and the Association will be as set out in the UPP plan text as of the Laurier Conversion Date (as amended from time to time); the breakpoint for the contribution rate for members and the Association on the Laurier Conversion Date will be the Year's Additional Maximum Pensionable Earnings under the Canada Pension Plan ("CPP"); and the contribution rate could be higher than the current contribution rate under the UPP, which is:
  - i. 9.2% of pensionable salary up to the Year's Maximum Pensionable Earnings ("YMPE") under the CPP, and
  - ii. 11.5% of pensionable salary over the YMPE under the CPP.

#### **5. Pension Contribution Offset**

- a. Effective on the Laurier Conversion Date, and upon implementation of the increase in contributions set out in Section 4 of this MOA, a one-time increase of 1.2% will be applied to the CUPE Local 1281 base wage rates as outlined in Article 32 of the Collective Agreement. The foregoing one-time increase to base wage rates is conditional upon the conversion and transfer of assets from the Plan to the UPP.

#### **6. Unreduced Early Retirement for Minimum Guarantee Benefit**

- a. Effective on the Laurier Conversion Date for retirements occurring on and after the Laurier Conversion Date, the University shall amend the Plan to provide for unreduced early retirement applicable to the Minimum Guarantee Benefit under the Plan for pensionable service earned prior to the Laurier Conversion Date if a

CUPE Local 1281 Represented Employee has both attained age 60 and has at least 80 age plus continuous service points. The foregoing unreduced early retirement benefit is conditional upon the conversion and transfer of assets from the Plan to the UPP.

#### **7. Commuted Value Transfers**

- a. The University agrees to make a request to the Joint Sponsors to amend the UPP plan text to permit CUPE Local 1281 Represented Employees to maintain the option to elect a commuted value transfer following their early retirement date:
  - i. for benefits earned for service before and after the Laurier Conversion Date, if the member terminates employment on or after the Laurier Conversion Date but before the third anniversary of the Laurier Conversion Date;
  - ii. for benefits earned for service before the Laurier Conversion Date, if the member terminates employment on or after the third anniversary of the Laurier Conversion Date but before the fifth anniversary of the Laurier Conversion Date.

For greater certainty, if a CUPE Local 1281 Represented Employee terminates employment on or after the fifth anniversary of the Laurier Conversion Date, the CUPE Local 1281 Represented Employee's settlement options for benefits earned for service before and after the Laurier Conversion Date will be as set out in the UPP text (as amended from time to time).

- b. The amendment to the UPP plan text as described in subsection (a) above is subject to and conditional upon the following: (i) the agreement of the Joint Sponsors; and (ii) assurance from the Joint Sponsors that such amendment will not result in any additional cost or liability to the University or in any undue administrative obligations placed on the University (both as determined by the University in its sole discretion).

#### **8. Amendments to the Collective Agreement and Renewal Collective Agreements**

- a. Effective as of the Laurier Conversion Date, the Collective Agreement or any renewal collective agreement shall 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 MOA, including, without limiting the generality of the foregoing, as follows:
  - i. To amend or delete the provisions listed in Schedule "A", which shall be dealt with according to the Proposed Treatment for each such provision as set out in Schedule "A";
  - ii. To incorporate "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, 1995* or the applicable collective agreement in effect on and after the Laurier Conversion Date. Any and

all issues related to the UPP must be addressed under the provisions of the UPP and whatever mechanism the Joint Sponsors may implement for issues or disputes related to the UPP. Further, it is the intention of the Association and CUPE Local 1281 that an arbitrator appointed under the applicable collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP.

- b. For clarity, the amendments contemplated in 8 a. above are contingent upon conversion to the UPP and effective on the Laurier Conversion Date. If conversion to the UPP does not take place, then the Collective Agreement language remains status quo.

**9. Collective Bargaining**

- a. The Parties agree 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.

**10. Enforcement of the MOA**

- a. If ratified, this MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before, on or after the Laurier Conversion Date. Notwithstanding the grievance and arbitration provisions of any such collective agreement, in the event of a dispute regarding the interpretation, application, administration or alleged violation of this MOA, the Parties together or any one of them shall refer such dispute to mediation-arbitration before William Kaplan. If William Kaplan is unable or unwilling to serve, then the dispute shall be referred to mediation-arbitration before Eli Gedalof instead.

**11. Ratification**

- a. The representatives of the Parties hereby agree to unanimously recommend to their principals the ratification of this MOA.

**FOR THE ASSOCIATION**

*Rob Kristofferson*  
3 October 2024

**FOR CUPE Local 1281**

*[Signature]*  
3<sup>rd</sup> October 2024

**Schedule "A": CUPE Local 1281 / WLUFA Collective Agreement Language Related to Pension**

<b>Current Collective Agreement Provision</b>	<b>Proposed Treatment upon UPP Conversion</b>
<p><b>24.05 Unpaid General Leaves</b></p> <p>(b) For the first 30 calendar days of an unpaid general leave, the benefit coverage and premium payments by the Employer and Employee will not change. After the first 30 calendar days, the Employee will be required to make both the Employee and Employer contributions towards the cost of the available benefits that the Employee wishes to continue. The Employer will continue to make Employer contributions to the Pension Plan unless the Employee has advised the Employer in writing that they do not wish to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan.</p>	<p>Delete:</p> <p><i>"The Employer will continue to make Employer contributions to the Pension Plan unless the Employee has advised the Employer in writing that they do not wish to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan."</i></p>
<p><b>24.07 Pregnancy, Parental, Adoption Leave</b></p> <p>(f) Benefits During Pregnancy and Parental Leave</p> <p>During a Pregnancy or Parental Leave, the Employer and the Employee will continue to make contributions toward the cost of the available benefit plans unless the Employee has advised the President, in writing, that they do not wish to continue to make the Employee contributions to such plans. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the Employer</p>	<p>Delete:</p> <p><i>"The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the Employer in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan."</i></p> <p>And</p> <p><i>"The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President in writing that they do not wish to continue to make the Employee</i></p>

<p>in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.</p> <p>During an Extended Parental Leave, the Employee shall be required to make both the Employee and the Employer contributions toward the cost of the available benefits that the Employee wishes to continue and shall advise the President in writing of their intentions to do so. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan. Benefits levels shall be based on the Employees' full salary, unless otherwise stated in this Article.</p> <p>Upon return to work form an Extended Parental Leave, an Employee shall resume their former position provided that it still exists, with full salary and benefits. If their position no longer exists the reinstatement provisions as stated in the <i>Employment Standards Act, 2000</i> and as amended from time to time will apply.</p>	<p><i>contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan."</i></p>
<p><b>24.10</b> Deferred Salary Leave</p> <p>(n) For the first 30 calendar days of a Deferred Salary Leave, the benefit coverage and premium payments by the Employer and the Employee</p>	<p>Delete:</p> <p><i>"The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President in writing that they do not wish to</i></p>

<p>shall not change. After the first 30 calendar days, the Employee shall be required to make both the Employee and Employer contributions toward the cost of the available benefits that the Employee wishes to continue, and will advise the Employer in writing of their intention to do so. The Employer shall continue to make employer contributions to the Pension Plan unless the Employee has advised the President in writing that they do not wish to continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan.</p>	<p><i>continue to make the Employee contributions. The Employer shall consult with the Employee regarding the ramifications of discontinuing contributions to the Pension Plan."</i></p>
<p><b>24.10</b> Deferred Salary Leave</p> <p>(t) Participation in a self-funded leave plan could have implications for pension provisions and income tax. Employees are encouraged to become fully aware of the effects of the plan.</p>	<p>Delete:</p> <p><i>"pension provisions and".</i></p>
<p><b>Article 27: Benefits and Pension<sup>1</sup></b></p>	<p>Delete:</p> <p><i>"and Pension".</i></p>
<p><b>27.05</b> Pension Plan</p> <p>The Employer agrees to continue to facilitate the inclusion of Employees under Article 29 of the Collective Agreement between Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association for Full-Time Faculty and Professional Librarians, 2020-2023 and agrees to any off-set amounts as negotiated by the Full-time Faculty and</p>	<p>Delete provision.</p>

<sup>1</sup> Pages 1 and 54.

Professional Librarians Bargaining Unit.	
<b>Appendix A: Job Descriptions</b>  The Executive Director is responsible for: <ul style="list-style-type: none"> <li>• Liaising with Human Resources on benefits- and pension-related issues.</li> </ul>	Delete:  "- and pension"