

Letter of Understanding

between

the University of Guelph (the "University")

and

the Canadian Union of Public Employees Local 3913 (the "Union")

RE: Vacation Pay Implementation

Whereas on November 22, 2017, the Ontario government passed the *Fair Workplaces, Better Jobs Act, 2017* which amended the *Employment Standards Act, 2000* to increase the legislated vacation pay entitlement for employees with five years of continuous employment from 4% to 6%;

Whereas the Union filed grievances 18-P-005a and 18-P-005b contesting the University's administration of the new vacation pay entitlement;

The Parties agree as follows:

1. For the purposes of administering the entitlement to 6% vacation pay under the *Employment Standards Act, 2000* continuous employment will be defined as follows:
 - a. For Unit 1, the period that seniority is maintained (currently 4 semesters) between Unit 1 work assignments.
 - b. For Unit 2, the period that seniority is maintained (currently 8 semesters) between Unit 2 work assignments..
2. The above continuous service definitions apply only where service is within the same bargaining unit and do not apply to positions held outside of the bargaining units.
3. The University will calculate and pay retroactive vacation pay to January 1, 2018.
4. The University will provide to the Union the names of all members who qualified for 6% vacation pay and the amount to be paid for the calendar year 2018 no later than February 20, 2019 along with a chart showing the value of each wage step with both the 4% and 6% vacation pay entitlement.
5. Commencing in 2019, the University will provide to the Union the names of all members who qualify for 6% vacation pay for the preceding academic year no later than October 31 of each year along with a chart showing the value of each wage step with both the 4% and 6% vacation pay entitlement.
6. The Parties acknowledge that the terms above fully and finally resolve all the issues in dispute in these grievances (18-P-005a and 18-P-005b) and all related matters and, as such, the grievances are hereby withdrawn; and,
7. This agreement is without prejudice to each of the Parties' respective positions in these grievances and will not be relied upon in any other proceeding including but not limited to any dispute over bargaining unit status, except for the enforcement of this agreement.

Signed this 7 day of November, 2018.

December

for the Union

for the University