



UNITED STEELWORKERS LOCAL 4120

Understanding and Negotiating your Contract



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UNITED STEELWORKERS LOCAL 4120

Click here to access Full Collective Agreement:

[Collective Agreement between United Steelworkers Local 4120 Unit A Postdoctoral Scholars and The University of Guelph](#)

Questions about your collective agreement?

Reach out to Unit chair Serra-Willow Buchanan <postdocchair@usw4120.ca>
or your postdoc union steward Heather Grieve <hdavie03@uoguelph.ca>

Letter of appointment

21.5 a. All Employees shall receive a letter of appointment, signed by the Employer and Faculty Supervisor, which shall include, at a minimum, the following information:

- I. start date of contract;
- II. end date of contract;
- III. annual rate of pay;
- IV. intended days and hours of work;
- V. name of Faculty Supervisor;
- VI. campus location;
- VII. any teaching assignments and student or employee supervision requirements, if applicable, and
- VIII. general outline of duties.

The letter shall also include a link to the Collective Agreement, and contact information for USW Local 4120.



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Teaching assignments

25.6 Teaching

a. Any PDS appointment that includes a teaching assignment shall be compensated at a minimum rate of no less than \$8,000 per course. This compensation rate shall be clearly stated in any letter of appointment that includes teaching duties. Teaching assignments, and course preparation of thirty (30) hours the first time a PDS teaches a course, are a part of regularly assigned hours.

b. In no case may the Employer substitute compensation earned by the Employee for sessional teaching in place of their regular salary.

U of Guelph sessional positions posted here:

https://www.uoguelph.ca/sessional_ta/sessional-lecturer



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Days and Hours of work

26.2 Workweek Averaging and Overtime

- a. The normal weekly hours of work are thirty-five (35) hours per week, not limited to any day of the week.
- b. Employees are entitled to one (1) unpaid hour break and two additional paid fifteen (15) minute breaks each day. If an Employee is required to work in excess of eight and a half (8.5) hours in a regular workday, the Employee shall be entitled to an additional one (1) hour break.
- c. Time spent attending to reasonable personal needs, such as bathroom use, nursing or pumping, etc., shall not be counted against other breaks outlined in this article.



Days and Hours of work

Reducing workload and hours

Article 29 – Employee Benefits

29.1 Extended Health Care and Life Insurance

All Members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. All Members who hold an appointment of **greater than or equal to 0.35 FTE**, and greater than a six (6) month appointment term, will be eligible for the following benefits from the first day of their appointment:

- 1) Extended Health Care Plan
- 2) Group Life Insurance Plan

29.9 Employee and Family Assistance Program

Postdoctoral scholars with appointments greater than six (6) months, **with a workload greater than 0.35 FTE**, shall qualify to take part in the Employer's Employee and Family Assistance Program (EFAP), which provides confidential, professional counselling for personal, family, relationship, and wellness issues.

Under this program, access to confidential counselling is available 24 hours a day, seven days a week for personal, family, relationship and wellness issues in accordance with the Employer's EFAP provider.

Try to maintain at least 0.35 FTE to maintain benefits!



Outline of duties

Article 11 – Duties and Responsibilities

11.1 Upon appointment, an Employee and their **Faculty Supervisor shall convene a meeting to discuss the duties and expectations of the appointment** and the Employee's **career objectives**. Subsequent such meetings shall occur at least once per year, if requested by the Employee.



Outline of duties

Article 11 – Duties and Responsibilities

11.2 Employees are required to adhere to University policies and Senate regulations. Where there is a conflict between policies of the University and regulations of the Senate, the provisions of the Collective Agreement shall apply.

11.4 **With the consent of the University Senate, Postdoctoral Scholars may be allowed to serve on the committees of or to co-advise graduate students.** If requested, an Employee's Faculty Supervisor shall make reasonable efforts to accommodate such supervision.



Outline of duties

Article 11 – Duties and Responsibilities

11.3 No Employee shall be required by the Employer to perform duties that are not related to the research and training program for which the Employee has been hired.



25.4 Post Appointment Work

- a. After an appointment expires, a Postdoctoral Scholar will not be required to do additional work without additional compensation.
- b. If an employment supervisor requests a Postdoctoral Scholar to perform work after the expiry date of their appointment, a contract extension to a maximum of twelve weeks will be created. This contract extension may involve modified hours of work.



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- b. If an employment supervisor requests a Postdoctoral Scholar to perform work after the expiry date of their appointment, a contract extension to a maximum of twelve weeks will be created. This contract extension may involve modified hours of work.
- c. Nothing in this article precludes a Postdoctoral Scholar and their Supervisor from negotiating a contract extension of a length up to the length of time taken for an approved Leave. All appropriate reasons for extension will be given consideration.



Annual rate of pay

25.1 Following ratification of this renewal Agreement, the Employer shall provide a minimum base salary applicable to Employees from all combined sources of \$39,000. The minimum base salary and the salaries of all Employees will increase as follows:

Year	Effective Date	Increase amount	Minimum base salary
2023	May 1, 2023	2.5%	\$39,000
2024	May 1, 2024	3.25%	\$40,267
2025	May 1, 2025	3.5%	\$41,676



Annual rate of pay

Contract Extension vs. New contract

Extensions = same salary, hours, duties ect. No changes to the contract except for the contract end date.

New contract = different salary, duties, hours, contract end date etc.



Annual rate of pay

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Off-cycle, mid contract salary increases

Supervisors can submit a form to increase PD salary mid contract

Contract end date, duties, hours stay the same. Only change to contract is salary.



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25.2

- a. It is understood during a postdoctoral appointment that research grant applications may be submitted by a PDS and that they may be in receipt of research grant monies that have been awarded to them to support their salary. In such circumstances, the Faculty Supervisor's financial commitment may be offset, in whole or in part, by the amount of the research grant. Any offset or reduction in the Faculty Supervisor's financial commitment shall not have the effect of reducing an employee with 0.35 FTE paid as employment income to below 0.35 FTE paid as employment income.





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Additional resources

USW4120 – unit A website:

<https://uswlocals.org/usw-local-4120/postdoctoral-scholars-0>

OGPS website:

<https://graduatestudies.uoguelph.ca/postdoctoral>