Collective Agreement

between

United Steelworkers Local 4120 Unit A Postdoctoral Scholars

and

The University of Guelph

May 1, 2026 – April 30, 2029

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Article 1 - Definitions

In this Agreement, the following terms and expressions will have the following meanings:

“Agreement” means this Collective Agreement between the Employer and the Employees (as represented by the Union) dated as of the date hereof;

“Bargaining Unit” means the Employees represented by the Union;

“Employee” means all Postdoctoral Scholars included within the scope of the Certification Order of the Ontario Labour Relations Board dated May 7, 2021;

“Employer” means the University of Guelph;

“Faculty Supervisor” means the faculty member who acts as the supervisor for the work of the Employee, and who acts as mentor and advisor in the Postdoctoral Scholar’s academic pursuits;

“Letter of Appointment” means the contract between the Employer and the Employee outlining the parameters of the postdoctoral appointment;

“Letter of Offer” means the job offer letter that is provided by the Employer to the Employee once they are selected as a Postdoctoral Scholar by the Employer;

“Parties” means the parties to this Agreement, namely the Employer and the Union;

“Postdoctoral Scholar” or “PDS” means an individual:

a. who has or receives within four (4) months of starting their appointment a Ph.D. degree and obtains an initial appointment as a postdoc with the Employer within the first five years after receiving the Ph.D. degree; and,
b. whose salary is paid, in whole or at least 35% of an FTE appointment, via University of Guelph payroll as employment income; and,
c. whose employment supervisor(s) is a faculty member(s) of the Employer; and,
d. whose appointment involves substantial research or scholarship, and may also involve some teaching; and,
e. whose appointment is temporary, normally not to exceed six (6) years including renewals.
f. where it may be possible to have external grant money considered as internal, T4 income per Article 25.2 a), both the supervisor and PDS must agree as the supervisor is required to fund the cost of benefits from their own research account.

“Union” means United Steelworkers, Local 4120, Unit A; and

“University” means the University of Guelph.

Article 2 – Purpose

2.1 The purpose of this Agreement is to establish an orderly collective bargaining relationship as between the University of Guelph (the "Employer") and the Employees represented under this Agreement by the United Steelworkers, Local 4120, Unit A (the "Union"), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement on the terms and conditions of employment.

2.2 The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Union, and its members, consistent with the principles of mutual respect, and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all.

2.3 The Parties agree to administer this Agreement in good faith, and in a manner that is reasonable, not arbitrary, and consistent with this Agreement.

2.4 The Parties recognize that Postdoctoral scholars are an integral part of the University's academic community and make crucial contributions supporting the University's vision and mission.

2.5 The Parties recognize the important role of Faculty Supervisors in supporting the career goals of Postdoctoral Scholars.

2.6 The Parties acknowledge that the University of Guelph sits on the ancestral lands of the Neutral people and the treaty lands of the Mississaugas of the Credit. We also acknowledge the significance of the Dish With One Spoon Covenant. We respect our Anishinaabe, Haudenosaunee, and Métis neighbours, as we strive to strengthen relationships between Indigenous peoples and settlers. Today, this gathering place is home to many First Nations, Métis, and Inuit communities, and we acknowledge this important connection to the land where we learn and work.

Article 3 - Scope and Recognition

3.1 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed as Postdoctoral Scholars by the Employer of Guelph in the City of Guelph and the Town of Ridgetown, including those located off campus at research stations in the Province of Ontario, save and except:

a) Persons for whom any trade union held bargaining rights as of the date of Application;

b) Postdoctoral Scholars whose salary is not paid, in whole or at least 35% of an FTE appointment, via University of Guelph payroll as employment income, or who have not obtained their PhD degree within four (4) months of starting their appointment; and,

c) Persons employed as Research Assistants; Research Associates; Research Fellows; Clinical Fellows; Clinical Scholars; Visiting Scholars; Visiting Researchers; or Visiting Faculty.

3.2 No specific agreement between the Employer and the Union with regard to working conditions that differ from those set out in this Agreement shall be valid unless the Parties have agreed to it in writing.

3.3 The Employer shall not create any new classification for Postdoctoral Scholars nor amend the job duties, working conditions, salary or benefits of an Employee for the purpose of excluding them from the bargaining unit.

3.4 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union.

Article 4 - Management Rights

4.1 The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain exclusively with the Employer except as specifically limited by the express provisions of this Agreement.

4.2 The Employer shall exercise these rights in a manner that is reasonable, not arbitrary, and consistent with this Agreement.

Article 5 - Union Representatives and Activities

5.1 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.

5.2 The Union shall determine the jurisdiction of each representative.

5.3 The Union shall notify the Employer of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.

5.4 The Employer shall provide the Union, in writing, with the names and position titles of those responsible for liaison with the Union.

5.5 Whenever possible, a representative shall investigate Employee complaints or process a Grievance or undertake any other Union business, on a schedule that does not interfere with regular employment duties. If this is not possible, the representative will notify their Faculty Supervisor prior to such interference, and objections to this process shall not be unreasonably raised.

5.6 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the normal operations of the University.

5.7 A Union representative shall be entitled to present and provide an overview of the role of the Union at any Office of Graduate and Postdoctoral Studies-arranged orientation for

Postdocs. The Employer will notify the Union at least fifteen (15) Calendar Days in advance of such orientation. Such orientations shall be convened at least once per year.

Article 6 - Union Security and Checkoff

6.1 The Employer shall deduct Union Dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each Employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each Employee in the bargaining unit shall be required, as a condition of employment, to have an amount equivalent to the regular weekly Union dues deducted from their pay in each pay period. All Employees shall become and remain members of the Union as a condition of employment.

6.2 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers AFL-CIO-CLC, P.O. Box 9083 Commerce Court Postal Station, Toronto, Ontario, M5L 1K1 in such form as shall be directed by the Union to the University along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

6.3 The remittance and the R-115 shall be accompanied by a statement containing the following information:

(i) A list of the names of all Employees from whom Dues were deducted and the amount of Dues deducted;
(ii) A list of the names of all Employees from whom no deductions were made and the reasons why;
(iii) This information shall be sent to both the Union addresses identified in Article 6.2 above, in such form as shall be directed by the Union to the Employer.

6.4 The Union shall indemnify and save the University harmless against all claims or other forms of liability that may arise out of any actions taken by the University in compliance with this Article.

6.5 The Employer, when preparing T4 slips for the Employees, will enter the amount of Union Dues paid by the Employee during the previous year.

Article 7 – Union Rights and Privileges

7.1 Subject to availability, the Employer will allow the Union to use internal and external postal services of the University, printing facilities, computing facilities, and audio-visual equipment and other office equipment and services, consistent with the rates charged to the University's other certified bargaining units.

7.2 Subject to availability and normal University regulations concerning use of space, the Employer agrees to provide the Union with suitable meeting rooms, upon request.

7.3 The Employer agrees to allow the Union the use of departmental bulletin boards, community digital signage, etc., to post notices of meetings and other such notices as may be of interest to the Employees.

7.4 The Employer agrees to provide the Union with an organizational account.

Article 8 – No Strikes and No Lockouts

8.1 The Union agrees that there shall be no Strike during the term of this Agreement.

8.2 The Employer agrees that there will be no Lockout during the term of this Agreement.

8.3 The Parties agree that proper care of animals and plants, and safety maintenance, will be maintained by Employees in the event of a legal Strike or Lockout. Employees who require access to the University facilities for this purpose shall be granted such access by the Faculty Supervisor. Only essential care duties will be performed by such Employees. All such Employees will be paid for the time worked as per the Collective Agreement in effect immediately prior to the Strike or Lockout.

8.4 There shall be no solicitation on University premises during work hours by the Union or any of its representatives or members, if such solicitation will interfere with the operational requirements of the University.

Article 9 – No Discrimination, No Harassment and No Violence

9.1 The Employer is committed to providing a respectful working environment that is free from discrimination, harassment (including, without limitation, sexual harassment), and violence. The Parties do not condone behaviour that is contrary to the Human Rights Code, this Agreement, the University's Workplace Harassment Prevention Policy, or the Occupational Health and Safety Act.

9.2 The Employer and Union agree that there shall be no discrimination, harassment, or violence against Employees with respect to terms and conditions of employment and/or participation in the University community, including by reason of disability, gender identity, gender expression, sex (including, without limitation, pregnancy or breastfeeding), gender, sexual orientation, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, age, marital status, family status, political affiliation or belief or practice, record of offences (unless the Employee's record of offences is a reasonable and bona fide qualification because of the nature of employment), membership in the Union, or any ground prohibited by the Ontario Human Rights Code, 1990 as amended.

9.3 No discrimination, intimidation, restraint or coercion shall be exercised or practiced by the Union or any of its representatives or members with respect to any employee.

9.4 The Parties agree to a definition of workplace harassment as follows: a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment may be either subtle or blunt and may include verbal or physical abuse, jokes, slurs, graffiti, pejorative or demeaning names, hate group activity, or ostracism.

Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article, when it creates an intimidating, demeaning or hostile working environment.

Abuse of authority also constitutes harassment and occurs when an individual improperly uses the power and authority inherent in their position to endanger an Employee's job, undermine the Employee's ability to perform that job, threaten the economic livelihood of the Employee, or in any way interfere with or negatively influence the career of the Employee. Performance assessment and performance management are not abuse of authority.

9.5 The Parties agree to a definition of workplace sexual harassment as follows:

a. A course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or expression, where the course or course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

b. Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor.

9.6 The Parties agree to a definition of workplace violence as follows: Any incident in which an Employee is threatened, coerced, abused, or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace.

The Employer and the Union shall work together in the interest of achieving a violence-free workplace. It is expected that Employees or the Union on their behalf will report incidents of workplace violence to their immediate supervisor or, as appropriate, the next level of supervision (and/or, Campus Police as specific circumstances dictate) and, as necessary, file an incident report detailing the incident including any directly related damage to property. Such reported incidents will be investigated, as appropriate to the circumstance, by the Employer. The outcome of such an investigation will be communicated to the Union. If the complaint is not resolved to the satisfaction of the member or the Union, a Formal Grievance may be filed.

9.7 There shall be no retaliation or threat of retaliation against an Employee who, on the basis of reasonable belief, reports wrongdoing by any member of the campus community, or who gives information or evidence in relation to the reported wrongdoing.

9.8 The Parties agree that matters of discrimination, harassment, or violence can be particularly serious, and thus such allegations shall be addressed as such.

9.9 An Employee may elect to submit a Grievance alleging harassment under the Collective Agreement or to file a complaint under the University's Human Rights Policy (Policy as Approved by Board of Governors June 3, 2016). However, the grievance process (per the Collective Agreement) and complaint process (per The University's Human Rights Policy) will not normally run concurrently.

a. An Employee who elects to file a Grievance under the Collective Agreement shall, if they wish, also have access to the mediation process in the University's Human Rights Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if they choose. An Employee may withdraw from the mediation process at any time and resume the grievance process.

b. Policy shall have the right to be accompanied by a Union representative at any stage of the process.

9.10 No discrimination, intimidation, restraint, or coercion shall be exercised or practiced by any supervisor with respect to any Employee.

9.11 The parties agree that information and training with respect to workplace violence is essential in promoting a safe and security-conscious work environment and will work jointly to continue to enhance efforts in this regard.

Article 10 – Joint Union Management Committee

10.1 There shall be a Joint Union-Management Committee (JUMC) consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the Employer.

10.2 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the parties, but the Committee shall not have the power to deal with any matters which are the subject of a current Grievance or the subject of current negotiations.

10.3 The JUMC shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement.

10.4 The JUMC shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

10.5 The JUMC shall meet whenever the need arises, but in any event, at least once every four (4) months.

10.6 The JUMC shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will be responsible on alternate occasions for convening and chairing meetings of the JUMC.

10.7 The Party requesting a meeting is responsible for calling for agenda items, preparing the agenda, establishing topics to be discussed, and providing the other Party with any relevant documents which may facilitate discussion.

10.8 Minutes of each meeting of the JUMC shall be prepared by the Employer and distributed to all JUMC members at least seven (7) calendar days prior to the next meeting.

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.

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.

11.3 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.

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.

Article 12 – Academic Freedom

12.1 The Parties acknowledge that the common good of society depends upon the search for knowledge and its free exposition. Academic Freedom in universities is essential to both of these purposes, and in the scholarly pursuits of teaching and research. Academic Freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, Academic Freedom makes such commitment possible. The Parties recognize that universities are communities in which the right to criticize all aspects of society is valued and respected.

12.2 Within the limits noted in this Article, the University accepts its responsibilities to Employees in upholding their right to academic freedom.

Academic Freedom is defined as the freedom to undertake the following without fear of institutional censorship:

a. the pursuit of research, creative and scholarly activities, and publishing or making public the results thereof;

b. the ability to teach and discuss, in public or private forums;

c. the creation or performance of works of art;

d. freedom in service to the University, discipline, or community through the application of professional or academic skills; and

e. the ability to speculate and comment, criticize and express divergent opinions, without deference to prescribed doctrine (subject to the Ontario Human Rights Code and the University of Guelph Human Rights Policy and Procedures document).

12.3 The Parties agree an Employee's freedom to pursue their own direction of research will vary according to individual supervisor/employee arrangements as specified in the letter of appointment and in keeping with traditions across disciplines.

12.4 Each Employee has a right to Academic Freedom within the framework of the research program of the Faculty Supervisor, and a responsibility to conduct their research within this framework responsibly and with integrity in accordance with the University of Guelph Responsible Conduct of Research Policy and Procedures and the University of Guelph Policy Statement on Freedom of Expression.

12.5 Where a Postdoctoral Scholar is teaching a course, they accept their responsibility for completing delivery of the course with due regard for any and all Province of Ontario laws, University of Guelph policies and procedures, provisions of this Collective Agreement, and all University-identified limitations in course design, content, and methods for delivery. The Employer shall identify those policies and procedures that are applicable to Employees.

12.6 Where a Postdoctoral Scholar is teaching a course, subject to 12.5, when a course's objectives, content and delivery are fully and carefully prescribed by the Employer, employees shall responsibly and completely fulfill delivery of said course as prescribed. In prescribing such objectives, content and delivery, the Employer shall also provide the training, workplace facilities and support services that, after consultation with the Employee, it deems both essential and necessary.

12.7 Academic Freedom does not confer legal immunity, nor does it diminish the obligations of Employees to meet their duties and responsibilities to the University.

12.8 In their capacity as a researcher and scholar, an Employee shall not purport to represent the views of the Employer unless so authorized.

12.9 The exercise of Academic Freedom as per this Article shall not be grounds for disciplinary proceedings.

Article 13 - Correspondence and Information

13.1 All regular correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union, the Union Local Unit Chair and the AVP FASR. Such correspondence may either be delivered directly, be forwarded through the University's internal postal service, and/or be sent via email. For purposes of administering this Collective Agreement, wherever representatives of either Party are referred to, it is understood that a designated representative may be recognized and dealt with in their stead.

13.2 It is the obligation of the Employee to maintain a current and correct mailing address with the Employer and to advise the Employer of any change to their mailing address.

13.3 The Employer shall provide the Union with the following information in a mutually agreed-upon electronic format:

a. Within thirty (30) days of the new year an alphabetical list of all Employees, including: name, date of hire and ending date, faculty of work, position title, salary, mailing address and telephone number, and their University email address;

b. Within eight (8) calendar days of the beginning of each month, a list of the names of all Employees who were terminated during the previous month, the dates of such terminations and the categories of terminations, such as, but not limited to, dismissal, expiration of contract, death, resignation, or retirement; and

c. Within eight (8) calendar days of the beginning of each month, a list of the names of all Employees who were appointed during the previous month and their date of hire and ending date, faculty of work, position title, mailing address and telephone number, and their University email address.

13.4 The confidentiality of data about individuals shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.

13.5 The Employer shall provide to the Union the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Union has access:

a. when they have been approved by the Board, the University's annual audited financial statement and semesterly reports of the University, including all appendices, supplements and ancillary documents;

b. a copy of the approved University budget;

c. when they are distributed to Board members, notice, agenda, and accompanying exhibits for public sessions of the meeting of the Board of Governors, and after approval by the Board, minutes of the previous meeting;

d. at the time of distribution, notice of meeting, agenda, and a copy of the public minutes of the Senate;

e. at the time of election or appointment, the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to the Board of Governors or Senate committees, with any terms of reference for those committees; and

f. such other information as may be set out elsewhere in this Agreement.

13.6 The Union agrees to provide the Employer with the following information:

a. a list of all persons authorized to represent the Union to the Employer, updated within one week of any change;

b. a list of the officers and other members of the Executive Committee of the Union, within one month of such membership being established;

c. a copy of each Union newsletter or bulletin, at the time of issuance to Members, if and when the Union should choose to create such a document;

d. a copy of the current Constitution and Bylaws of the Union, as amended from time to time; and

e. such other information as may be set out elsewhere in this Agreement.

This information may be provided in whole or in part by publication on the Union's public website.

13.6 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through the Joint Union-Management Committee (JUMC) and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.

13.7 Upon written request, the Employer agrees to make available to the Union Employer-wide written rules, policies, practices, procedures and regulations directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.

13.8 When an Agreement has been signed, the Employer shall post the text of the Agreement on its website and, upon request, shall provide Employees with a printed copy of the Agreement.

13.9 Dated Written Communications

a. Dated written communications required under this Agreement, unless otherwise specified, shall be sent to the recipient's University email address. Dated written communications shall be deemed to have been received on the Day the email was sent. Timing for responses subsequent to a dated written communication shall count from the Day following the date of deemed receipt.

b. Any time limits in this Article may be extended by written agreement between the Parties to the communication.

Article 14 – Services and Facilities

14.1 The Employer agrees to provide Employees with adequate work space (lab and/or work station) and seating, an exclusive securable storage space (such as a filing cabinet), and access to private meeting space at no cost to the Employee.

14.2 The Employer agrees to provide Employees with adequate and secure space, at no cost to the Employee, for the storage of materials that are confidential and/or sensitive in nature and related to the duties and responsibilities of the Employee.

14.3 Employees will be provided with access to a University provided phone number and an address to which mail may be delivered for their duties and responsibilities as determined necessary by their supervisor.

14.4 When the following are required by a supervisor in the performance of the Employee's contractual duties and responsibilities, the Employer agrees to provide all Employees with adequate access to, and use of, libraries, laboratories and appropriate laboratory supplies, course materials, duplicating services, office supplies, computing facilities, software, audio visual equipment, books and like materials, and other reasonable and necessary equipment and/or facilities at no cost to the Employee.

14.5 Reimbursement of any other employment-related expense incurred and not specified in this Article shall be subject to the approval of the Faculty Supervisor.

Article 15 - Official Employee File

15.1 The Parties agree that the Employer shall maintain an official personnel file, which shall contain confidential Employee records and shall be separate from the Employee's health or medical records, if any.

15.2 The Employee will advise Human Resources as soon as possible, in writing, if there is any change in personal data, such as name, address or telephone number.

15.3 Employees will notify Human Resources of changes in information related to their spouses and dependent(s) necessary to administer benefits.

15.4 The official personnel file shall include items concerning the record of employment including, but not limited to:

a. appointment letter

b. salary history

c. records of discipline

which will be copied to the Employee and the Union concurrent with their addition to the file.

15.5 A management representative shall notify the Employee in writing whenever they place any document pertaining to expectations, instruction, or performance in the Employee's

personnel file within a reasonable amount of time. An Employee or former Employee shall have the right to respond in writing to such documents contained in the Employee or former Employee's personnel file. Such reply shall be included in the personnel file.

For clarity, the Employee is not required to be notified when any transactional documents, including but not limited to employment application(s), benefit enrolment, payroll information, request and approval/denial of leave or vacation, are placed in the Employee's personnel file.

15.6 Employees, or former Employees within two (2) years from the termination of their most recent employment, shall have the right to review their official personnel file once per year by submitting such a request in writing to Human Resources. An appointment to review the file will be arranged within five (5) business days. The Employee may be accompanied by a Union representative if they so wish.

15.7 The only anonymous material that can be included in an official personnel file is when an Employee teaches a course and students provide anonymous feedback on a teaching evaluation. An Employee or former Employee shall have the right to respond in writing to such documents contained in the Employee or former Employee's personnel file. Such reply shall be included in the personnel file.

15.8 If an Employee has an academic file at the University, the official personnel file shall be kept separate from their academic file.

15.9 An Employee may request a copy of any document maintained in their own official personnel file. Such authorization must be in writing and with the signature of the Employee making the request.

15.10 Subject to legal and/or statutory requirements, when Human Resources receives requests from an external agency for personal or employment related information regarding an Employee, it will confirm employment only. Additional information shall only be divulged with the written authorization of the Employee.

Article 16 – Grievance Procedure

Definitions

16.1 For the purpose of this Agreement, a Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

16.2 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Employee.

16.3 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Employees where there is the same alleged violation.

16.4 A Policy Grievance is a difference arising between the Employer and the Union as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.

General

16.5 The parties confirm their mutual desire that every Grievance shall be resolved promptly. All time limits stated in this Article may be extended by mutual consent in the case where the delay was incurred in good faith and no substantial prejudice will result to any person affected by the delay.

16.6 In order to ensure that Grievances of Employees are remedied in a reasonable, just, and equitable manner, the Employer and the Union mutually agree that the procedure for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.

16.7 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Union.

16.8 No Grievance shall be defeated or denied solely as a result of any technical objection occasioned by a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.

16.9 No Employee shall be subject to reprisal for exercising their grievance rights under this Collective Agreement.

16.10 The grievor shall be permitted the required time off to attend grievance meetings with the Employer without loss of pay or benefits.

16.11 The Employer agrees that at any stage of the grievance procedure (including the verbal complaint stage) the grievor may be accompanied by a Union representative or designate.

16.12 The Union shall have the right to initiate an Individual, Group or Policy Grievance. A statement of Grievance must be filed within thirty (30) calendar days of when the grievor or Union knew or reasonably ought to have known of the alleged infraction. A Union Policy Grievance or a Grievance involving suspension or termination of employment shall be submitted at the penultimate stage of the grievance procedure.

16.13 In the case of an Employee who has been suspended or discharged, or whose contract has not been renewed, the Union has the right to submit a formal Grievance in writing, signed by the Employee and the Union, directly to the Department Chair. The Department Chair shall respond within five (5) business days of the date of receipt of the Grievance.

16.14 In all cases involving dismissal, suspension, or discipline, the burden of proof shall be on the Employer to establish its case.

16.15 The Employer and the Union agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Employee.

16.16 No step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement, and in the case of an Individual Grievance, the Employee.

16.17 Nothing precludes either Party from requesting that issues move immediately to higher stages commensurate with their deemed gravity or importance, but no issue would move directly to an external third-party without having been considered and discussed, in good faith, by the Union and Employer.

Informal Resolution

16.18 The Employer and the Union mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. The parties encourage disputes to be resolved by informal, timely discussion.

16.19 It is the right of Employees, with the assistance of a Union representative if they so wish, to seek to resolve disputes through informal discussion with the Employer and/or Faculty Supervisor, provided that such informal discussion shall not in any way prejudice any dispute resolution procedures set out in this Agreement, unless a resolution has been reached.

16.20 If an Employee has a complaint/dispute that may give rise to a Grievance, they and/or a Union designate shall, except where 16.17 applies, first discuss the matter at a meeting arranged for this purpose with the Faculty Supervisor, or relevant supervisory designate, and may also include a representative from Faculty and Academic Staff Relations (FASR) or designate. The meeting shall be held within twenty (20) business days after the Employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.

16.21 The relevant supervisor from 16.20 shall be allowed ten (10) business days to seek information and advice and to communicate a proposed resolution. If the resolution is agreed upon by all Parties, then a copy of the agreed-upon resolution, signed by the Employee, the Supervisor, and the Union, will be forwarded to the Employee, Executive Officer of the Union, or designate, and to the Faculty and Academic Staff Relations Office, or designate.

Formal Grievance Procedure

16.22 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Union has the right to present the written Formal Grievance, on a form agreed to by the Employer and the Union, to their Employee's Department Chair and/or Assistant Vice-President, Faculty and Academic Staff Relations, or designate, pursuant to this Article.

16.23 Each written Grievance shall include the following:

a. the date of presentation;

b. the nature of the Grievance;

c. where applicable, the names of the grievor(s);

d. the remedy sought;

e. the article, section, or sub-sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;

f. applicable signature(s) of the grievor and/or the Union.

16.24 Written grievances shall be heard by the Department Chair, within ten (10) business days of receiving them. The grievor may be assisted in the presentation of the grievance by a Union representative or designate. Failing an immediate settlement, the Department Chair will render a written decision to the Employee within fifteen (15) business days of the date of hearing.

16.25 Failing resolution of the grievance during the formal stage, the Union may submit a grievance to arbitration (an external third-Party) as hereinafter provided within thirty (30) calendar days of the receipt of the formal grievance decision.

Article 17 - Arbitration

17.1 If a satisfactory decision is not rendered within the time limits of the Formal Grievance Procedure, either Party may, within thirty (30) calendar days of the Formal Grievance, refer the written grievance to Arbitration.

17.2 Within thirty (30) days of the receipt of the written notice of intent to submit the Grievance to Arbitration, the Parties shall appoint a sole Arbitrator to hear the Grievance. Where the Parties fail to agree upon a sole Arbitrator within the preceding time frame, the Minister of Labour shall, on the request of either Party, appoint a sole Arbitrator to hear the grievance.

17.3 The decision of the Arbitrator on the matter at issue shall be final and binding on both parties.

17.4 Except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.

17.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

17.6 Any Arbitrator shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The Arbitrator may decide to deal with the case placed before him/her where the time deficiency is minor.

17.7 The fees and expenses of the Arbitrator shall be shared equally between the parties.

17.8 The time limits imposed in this Article by the foregoing provisions may be amended by the Parties upon agreement.

17.9 Arbitrations shall be held at a location outside the Employer's premises, unless the parties mutually agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and for each of the parties.

17.10 The Party advancing to arbitration shall be responsible for informing any third party likely to be adversely affected: (a) of the time and place of the Arbitration; (b) of the matter to be heard at Arbitration; (c) of the right of that third party to be present and represented.

Article 18 - Discipline

18.1 As a matter of practice and general principle, the Union endorses the concept of progressive discipline.

18.2 The Employer shall not discipline or dismiss any Employee except for just cause.

18.3 The disciplinary actions that may be taken by the Employer include, but are not limited to, letter(s) of warning or reprimand, suspension with or without pay, and dismissal. Such disciplinary action shall be in accordance with the principles of progressive discipline, and be reasonable and commensurate with the seriousness of the violation. The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

18.4 Employees are entitled to Union representation at any disciplinary meeting or any meeting that has a reasonable prospect for becoming disciplinary. Employees will be provided with reasonable notice of any such meeting and shall be advised that they are entitled to Union representation at this meeting.

18.5 In exceptional circumstances, based on the severity of an infraction, it is understood that the Employer may impose immediate disciplinary action.

18.6 The Employee shall be notified in writing of the nature of any disciplinary action(s) taken and the reasons for such action(s) within five (5) days of the discipline, and a copy of the letter shall be forwarded to the Union at that time.

18.7 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may, among other things, investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem.

18.8 The Employer will remove from an Employee’s personnel file verbal or written warnings after twelve (12) months, and suspensions discipline after twenty-four (24) months, since the date of issue of the warning or discipline, or termination of the postdoctoral appointment (whichever occurs first), unless the Employee has a subsequent warning for an offence during that period.

Article 19 – General Liability Insurance

19.1 The Employer shall provide insurance coverage in respect of the liability of Employees acting within the normal scope of their employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies as they currently exist or as they may be amended or substituted from time to time.

19.2 A copy of the CURIE policies, as amended or substituted from time to time, shall be provided to the Union.

19.3 Timely notice will be given to the Employer of any action or claim of which the member has knowledge, or of any occurrence which the member reasonably ought to know may give rise to an action or claim.

Article 20 – Health and Safety

20.1 The Parties recognize the right of Employees to work in a healthy and safe environment. Both Parties also acknowledge that the Employer and Employees have duties and responsibilities with regard to health and safety in accordance with the provisions of the Occupational Health and Safety Act (OHSA).

20.2 The Employer shall make all necessary and reasonable provisions for the occupational health and safety of its employees and shall comply with the Ontario Occupational Health and Safety Act.

a. The Union will appoint or elect its representative(s) to the Multi-Workplace JHSC (MJHSC);

b. The Union will select its representatives to the Local Joint Health and Safety Committees;

c. In the event the USW 4120 Unit A member of the MJHSC is not able to attend a MJHSC meeting, the Union may substitute another member as a designate.

d. Leave required during regular working hours to allow representatives to the Central and Local Health and Safety Committees to perform their duties, as committee representatives, will be without loss of pay;

e. The Employer recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training and personal protective equipment, and the right to refuse unsafe work consistent with the Ontario Occupational Health and Safety Act R.S.O as amended 1 June 2011;

f. The Employer will provide (at no cost to the Employee), and Employees will wear, appropriate protective clothing and/or other devices, which the Employer deems necessary, to protect Employees from workplace injury or hazard;

g. During times of public health crisis, pandemic, or other emergency, the Employer will provide (at no cost to the Employee), and Employees will wear, appropriate protective clothing and/or other devices, as determined by the Employer and consistent with

public health guidance, to protect public health interests and Members from workplace injury or hazard.

h. Upon submission of a receipt of purchase of Canadian Standards Association (CSA) approved safety footwear, Employees, whose jobs require the wearing of safety footwear, will be issued a safety shoe subsidy in accordance with the University's Safety Footwear Subsidy Program.

i. Employees whose job, as determined by the Employer, requires the wearing of prescription safety glasses, will be entitled, once every two (2) years, to CSA approved prescription safety glasses in accordance with the University's Protective Eyewear Program. Cost of such CSA approved glasses shall be paid by the Employer. Authorization forms for purchase are provided through the Environmental Health and Safety office.

20.3 The Employer agrees to pay the cost for Level 1 and Level 2 certification, as provided by the Workers Health & Safety Centre (WHSC), for Union representative(s) on both the Central and Local Joint Health and Safety Committees.

20.4 The Union shall be entitled to meet with representatives of the Employer to discuss health and safety concerns raised by members of the Union and not addressed in a timely manner at the safety committee level.

20.5 The Employer and the Union will recognize the International Day of Mourning, April 28th, for workers killed or injured on the job, on the date officially established each year, and, in recognition, develop and publish a joint proclamation respecting the above.

20.6 The Employer agrees to lower all flags flown in the workplace to half-mast in honour and recognition of the Day of Mourning.

20.7 Education and Training

a. Academic departments and administrative units are responsible for providing workplace-specific safety orientation and training. Faculty Supervisors shall provide, or arrange for, this training at the onset for all new Employees or Employees new to the work, and provide refresher workplace-specific training at an appropriate frequency. Workplace-specific training may include but is not limited to training for the safe use of hazardous materials, use of specialized equipment, departmental procedures, and use of required personal protective equipment. All such training must be documented and the records kept in the Department.

b. Safety training requirements must be met prior to the commencement of work by the Employee. The time spent completing the required training by the Employee shall be considered time worked.

20.8 An accident, injury, critical injury, or hazardous situation will be investigated in accordance with the Employer Incident Reporting processes.

20.9 The Employer will continue to provide access to First Aid/CPR and (re)certification training at no cost to Employees that require it as part of their work tasks/job.

20.10 Where immunizations are required as part of an Employee's employment duties, the cost of such immunizations shall be borne by the Employer.

20.11 The Employer will notify the Union of the submission of any injury/incident reports involving an Employee who is a member of USW 4120 Unit A.

20.12 The Employer shall assist an injured Employee and arrange for immediate first aid to any Employee who has suffered a work-related injury on its premises, and shall provide transportation for the worker (if the worker needs it) consistent with the Workplace Safety and Insurance Act (WSIA).

20.13 In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy and lactation. An Employee who becomes pregnant, believes they are pregnant, and/or who is lactating, may request precautionary measures through normal Occupational Health and Wellness processes.

20.14

a. Normally, hazards in the workplace are reported to the Employee's Faculty Supervisor, or designate, in accordance with the Occupational Health and Safety Act (OHSA*)*. Employees shall complete an Incident Reporting Form, found on the University's Environmental Health & Safety (EHS) website, in conjunction with their Faculty Supervisor.

b. An Employee who identifies a workplace hazard when the Faculty Supervisor and/or Department Chair are not available, can report it by independently completing the Incident Reporting Form. Immediate concerns can be reported directly to EHS.

20.15 No Employee will be discharged, penalized or disciplined for acting in compliance with this Article or with the OHSA and/or its regulations.

20.16 The Employer will provide First Aid kits in the workplace.

Article 21 – Postings and Appointments

Postings

21.1 The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Faculty Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.

21.2 Except in the above such circumstances, the Employer agrees that Postdoctoral Scholar positions shall be posted internally for a period of not less than ten (10) days, and no offer of appointment shall be made until after the posting has closed. This requirement to post shall not limit the Faculty Supervisors ability to hire under Article 21.1.

21.3 Such positions described in 21.2 will be posted at reasonable locations of the Employer's choosing, that are visible to the members of this agreement, including on the website

of the Office of Graduate and Postdoctoral Studies. The Union shall receive electronic copies of all such postings as they are made.

21.4 A posting will identify the following:

a. job title;

b. description of the area or topic of research;

c. remuneration (salary range in dollar amounts);

d. supervisor and academic unit;

e. date of posting and application deadline;

f. start date and duration of the appointment;

g. anticipated days and hours of work at the time of posting;

h. required qualifications;

i. general outline of duties;

j. teaching requirement if any and if known at the time of posting;

k. student or employee supervision requirements if any and if known at the time of posting;

l. the application procedure and required documentation (e.g. CV, references, publications, etc.);

m. appropriate links to benefit packages or other non-monetary remuneration;

n. and any employment diversity or equity statement.

Reference letters shall only be requested from short-listed candidates.

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: start date of contract;

    i. start date of contract;

    ii. end date of contract;

    iii. approximate date of mid-year check-in review meeting;

    iv. annual rate of pay;

    v. intended days and hours of work;

    vi. name of Faculty Supervisor;

    vii. campus location;

    viii. any teaching assignments and student or employee supervision requirements, if applicable;

ix. general outline of duties, which may include expectations related to mentorship and scholarly contributions, and

x. a general distribution of duties, expressed as approximate percentages, which may be adjusted from time to time based on operational requirements.

The letter shall also include a link to the Collective Agreement, and contact information for USW Local 4120. The Union shall be provided with a list of all appointments and extensions as soon as reasonably possible, but no more than on a bi-monthly basis, which shall include each Employee's start and end dates of contract, salary, department, and name of Faculty Supervisor. Upon request, the Employer will provide a confirmation of employment letter.

b. Letters of appointment may include the phrase "other duties as assigned" or equivalent, but these duties are restricted to those within the framework of the research program of the Faculty Supervisor or service activities.

c. The letter of appointment shall specify an intended framework of how Employee time shall be allocated across the duties outlined in the posting. This may be represented as an approximation in percentage of time dedicated to specific duties such as, but not limited to, supervision of students, teaching, grant writing, administrative duties, and research.

d. Letters of appointment can specify remote work opportunities agreed to with the Faculty Supervisor. In considering whether remote work is appropriate, factors will include, but not be limited to, operational requirements, the feasibility of the proposed arrangement, compliance with applicable legislation, University policies, and any legal, tax, immigration, or regulatory requirements associated with the location from which the work is performed, as determined by the Employer.

21.6 Employment Equity

a. The parties affirm that Employment Equity is a key part of progress towards inclusivity in the employment relationship and that the hiring process shall reflect this affirmation. The Employer encourages applications from all qualified candidates including women, persons with disabilities, First Nations, Métis and Inuit peoples, visible minorities, members of racialized communities, and LGBTQ+ persons.

b. The Parties are committed to addressing employment equity issues, and recognize the need to discuss issues of mutual concern in an attempt to find a resolution.

21.7 The Employer will promote to supervisors (on the posting form and/or training) that all members of this bargaining agreement who apply to a posting under this Article, and who, in their application material, request a response to their application, be advised in writing of the outcome of their applications by the hiring body in a timely way.

Appointments

21.8 Appointments are normally for periods of six (6) months or greater. The Employer shall not use a series of short-term appointments for the purpose of circumventing the hiring of a single Employee for a period of six (6) months or more.

21.9 Once in each contract year, the Union shall be entitled to request by letter to the Assistant Vice-president, Faculty and Academic Staff Relations, an electronic copy of all Letters of Appointment for active Bargaining Unit Employees. Upon receiving this request, the Employer will provide the Union with electronic copies of those letters within fifteen (15) working days. The Union agrees to keep the contents of these letters confidential.

21.10 Unless otherwise indicated, it is understood that the employment relationship will end on the last day of the contract as indicated in the letter of offer. In such cases, no additional notice is required.

21.11 The Postdoctoral Scholar may terminate the employment relationship early by providing two (2) weeks written notice. The Employer may terminate the employment relationship early by providing two (2) months' written notice. Early terminations in accordance with this Article are not subject to the Grievance and Arbitration procedure outlined in Articles 16 and 17.

21.12 The maximum duration of an initial Postdoctoral Scholar employment contract is up to four (4) years, and the maximum duration including all renewals is up to six (6) years. All renewals need to be approved by the Assistant Vice-President, Office of Graduate and Postdoctoral Studies.

21.13 The Union and the Employee shall arrange to meet for a minimum of one (1) hour of paid time for the purpose of a Union orientation. The orientation will occur without loss of pay and be held at a mutually agreeable time.

21.14 Postdoctoral Scholar appointments are fixed-term training and research appointments that conclude automatically at the end of the appointment period specified in the Letter of Appointment unless expressly renewed in writing by the Employer.

Article 22 - Evaluations

22.1 There shall be no electronic monitoring of Employees for the purpose of performance evaluation, without the Employee's written consent. It is understood that there shall be no reprisal against any member of the Bargaining Unit who chooses not to give such written permission.

22.2 The parties agree that the purposes of evaluation are to optimize the performance of Employees; to foster a healthy and productive work environment; to assist Employees in improving the quality of their research skills through more frequent and effective quality conversations between Supervisors and Employees; and to confirm, discuss, and comment on the scope of work and the research performed as documented by the Employee and confirmed in writing by the Faculty Supervisor. Faculty Supervisors will bring performance issues/concerns to an Employee's attention within a reasonable time of the Faculty Supervisor becoming aware of it/them.

22.3 An evaluation may be proposed by the Employee or by the Faculty Supervisor. At an Employee's request, they shall be entitled to at least one evaluation within each 12-month

period. The Faculty Supervisor will conduct such an evaluation within a reasonable period of time, which normally will be within six (6) weeks of the request. The Faculty Supervisor will meet with the Employee to discuss any written evaluation prior to the Faculty Supervisor's formal issuance of the evaluation. The Employee normally will be given five (5) Business Days' notice of that meeting.

22.4 The results of any evaluation conducted by the Employer shall be shared with the Employee, and, if the Employee so desires, they may share the results with their Union Representative.

22.5 An Employee shall be entitled to append their comments to any written evaluation.

22.6 At the request of an Employee nearing the conclusion of a postdoctoral appointment, a meeting shall be held between the Employee and their Faculty Supervisor, and a final evaluation shall be conducted if requested by the Employee.

22.7 If requested by the Employee, the Faculty Supervisor or Department leadership (or similar position) will serve as a reference or provide a confirmation of employment letter to a potential employer within twenty-one (21) days of the request.

22.8 Two months prior to the contract end date, the Supervisor and Employee will meet to review deliverables, references, and potential extensions. At the employee's request, the Office of Graduate and Postdoctoral Studies ("OGPS") may administer an exit survey or interview. Any information shared beyond the individual level shall be confidential and reported only in aggregate form, unless such information requires the Employer to act on an allegation.

Article 23 - Intellectual Property

23.1 Matters of Intellectual Property (IP) are governed by the University's Policy on Intellectual Property as approved on June 5, 2014: https://www.uoguelph.ca/research/system/files/intellectual_property_policy.pdf

23.2 It is the responsibility of the Employee to disclose any IP existing at the time of appointment, and if so disclosed neither the Supervisor nor the Employer shall claim ownership of such IP.

23.3 The Supervisor shall, within one month of commencement of the appointment, convene a meeting with the Employee to discuss the principles guiding: (i) the authorship of work produced during the term of the postdoctoral appointment, and (ii) the ownership of commercializable IP where applicable. Following this meeting, within a reasonable timeframe, the Supervisor shall provide the Employee with a written summary of this discussion. The Employee shall have the right to Union representation.

23.4 Matters of intellectual property, copyright, authorship, and co-authorship misconduct can be resolved through the Responsible Conduct of Research Policy or successor policies.

Article 24 – Technological Change

24.1 The parties recognize that Employees' work may include developing, using, and/or implementing new technologies, techniques, and methodologies. No Employee will be laid off because of the introduction of any of the above.

24.2 Where the introduction of a new technology, technique, or methodology is required as a component of an Employee's duties (including teaching or supervision of students), training will be provided at no cost to the Employee. All hours spent in such training shall be considered time worked.

Article 25 - Wages

25.1 Following ratification of this renewal Agreement, the Employer shall provide a minimum base salary applicable to Employees from all combined sources of $49,000. The minimum base salary and the salaries of all Employees will increase as follows:

Year	Effective Date	Increase amount	Minimum base salary
2026	May 1, 2026	3.0%	$49,000
2027	May 1, 2027	3.0%	$50,470
2028	May 1, 2028	2.75%	$51,858

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.

b. For Employees that are eligible for dental and long-term disability benefits and who are in receipt of research grant monies identified in 25.4(a), 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 support from the Faculty Supervisor shall not reduce an employee, who previously had 0.51 FTE paid as employment income, to below 0.51 FTE paid as employment income.

c. If such salary support for postdoctoral work is reduced or eliminated, the Faculty Supervisor will reinstate his/her financial commitment by the amount of such reduction, up to the level of the Faculty Supervisor's financial commitment originally stated in the current Appointment Letter. This requirement does not extend to appointment extensions or new appointments.

d. where there is a salary change during the life of a contract, either through an increase in tri-agency funding or supervisor discretion, a termination of the existing contract and issuing of a new contract is not required, providing the terms and conditions of the original contract remain the same.

25.3 The parties agree that no Employee who holds an appointment on the date that this Agreement is ratified by both parties shall be subject to a reduction in the annual salary/stipend paid by the Faculty Supervisor for that appointment solely as a result of the implementation of the stated minimum floor in Appendix A.

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.

25.5

a. If an employment supervisor requires an Employee to travel as part of their employment, the Employee will be reimbursed in accordance with the Employer's "Travel Policy and Procedures" for travel expenses incurred as a direct result of such travel at the next most expedient pay period. Whenever possible and requested by the Employee, an advance shall be made to the Employee to pay for Employer mandated travel. It is understood that mileage does not include Employee's travel between home and their normal place(s) of work.

b. The Parties understand and agree that in circumstances where travel is undertaken at the Employee's request or on a voluntary basis, the Employee and the Faculty Supervisor may make such travel expense reimbursement arrangements as they see fit and agree upon so long as it follows grant funding requirements.

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.

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, in addition to any terms and conditions established pursuant to Article 21.5(a)(x).

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

Article 26 – Hours of Work

26.1

a. The parties recognize that Employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The parties recognize that this arrangement is mutually beneficial for both Employees and Supervisors.
b. Consistent with the University's Disconnecting from Work policy, Employees are not normally expected to monitor or respond to work-related communications outside of their scheduled hours, except in cases of operational requirements, emergencies, or where time-sensitive matters arise.

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.

26.3 The normal weekly hours of work referred to in 26.2 recognize that the needs of the Employee's research and the needs of the Faculty Supervisor's research program may require flexibility in the performance of hours of work. Such flexible arrangements shall be determined by mutual agreement between the Supervisor and the Employee.

26.4 Where Employees hold appointments that are less than full-time, their hours of work shall be pro-rated.

26.5 Employees shall not work more than fifty (50) hours in any one work week, except in exceptional circumstances and as mutually agreed by the Employee and Supervisor in writing.

26.6 No Employee shall work more than eighty-eight (88) hours in a biweekly pay period without advance written approval from their Supervisor. Written notice of excess work hours shall be submitted to the department administrator. Employees shall be responsible for documenting any overtime hours worked.

26.7

a. An Employee who works in excess of eight-eight (88) hours in a biweekly pay period, and has complied with 26.6 above, shall be entitled to overtime pay at the rate of one

and one-half (1.5) times their regular hourly rate of pay for each such additional hour worked, or may request lieu time off at time and one-half (1.5) rather than pay, and such requests shall not be unreasonably denied.

b. Lieu time shall be taken at a time mutually agreeable to the Employee and their Supervisor, not later than six (6) months following the pay period in which the time was earned, and prior to the end of the Employee's contract. Timelines can be extended, up until the end of the Employee's contract, at the Employee's request and with the agreement of the Faculty Supervisor.

26.8 Each Department will provide training for all Employees appropriate to the duties required. Attendance at required training sessions shall be deemed time worked. If a Faculty Supervisor requires an Employee to attend a course and/or training as part of the Employee's employment, it will be considered paid time, and the Employee shall not be responsible for the cost of the course and/or training.

26.9 If a Faculty Supervisor approves an Employee's attendance at a conference, seminar or workshop, time spent traveling to and from such events and time spent attending such events shall be deemed to be part of the Employee's normal hours of work.

26.10 When teaching forms part of the Postdoctoral Scholar employment contract, it is understood that the total regular hours of work including both teaching and research elements of the fellowship shall not exceed eighty-eight (88) hours of work per pay period in accordance with Article 26.6.

Article 27 – Leaves

27.1 Vacation Leave

a. PDSs appointed for six (6) months or more are entitled to paid vacation as follows:

   i. 1.25 days per month of service (up to fifteen (15) days per year) from the start date to the beginning of the calendar year in which the Employee completes two (2) years of service; and,

   ii. 1.83 days per month of service (up to twenty-two (22) days per year) in subsequent years.

b. PDSs appointed for less than six (6) months will receive vacation pay in lieu of the above vacation entitlement.

c. Vacation credits are pro-rated for individuals on a reduced workload.

d. Vacation credits accrue starting on January 1 of each year and end on December 31 of each year. Vacation credits accrue during maternity, adoption, and parental leaves, during the first twenty-six (26) weeks on Long Term Disability, and during the first six (6) months on WSIB benefits.

e. Vacation must be used in the year it is earned, and is scheduled in accordance with operating requirements in consultation with the PDS Supervisor. With the approval of the

PDS Supervisor, a maximum of ten (10) days may be carried forward to a subsequent year.

f. If an Employee has certifiable short-term disability leave during a vacation, it is appropriate for the Department to record the time as sick leave and reinstate the corresponding vacation credit.

g. If an Employee terminates, the Employer will deduct from the final pay any amount previously paid for used but unearned credits.

h. Payment for vacation days as described in this article shall be accounted for in the contract salary and length, and therefore shall not extend the length of the contract.

i. In accordance with the allowable carry-over in 27.1(e), when an Employee has not used their carried over vacation credits upon reaching the end of their contract, they will receive cash for the remaining earned, but unused, vacation credits.

27.2 Floater Holidays

In each calendar year, provided that fourteen (14) calendar days' notice is given to their immediate supervisor and in keeping with department requirements, each Employee shall be entitled to two (2) other days as "additional paid holidays" per calendar year, but only one (1) during the first six (6) months of employment. An "additional paid holiday" may not be carried over into a new calendar year.

27.3 Time Off to Vote

Employees who are enfranchised to vote shall be allowed up to three (3) hours of time off for Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

27.4 Sick Leave

a. Employees who are unable to attend work due to illness or injury, shall be granted:

   i. three (3) working days in the first three month's employment;

   ii. an additional ten (10) working days after three (3) months of employment;

   iii. thirteen (13) days short-term medical leave renewable on their anniversary date;

   or a pro-rated portion equivalent thereof for any portion of an Employee's appointment that is less than six (6) months and for Employees holding partial or part-time appointments.

b. Sick credits expire on an Employee's anniversary date. Termination of employment, for whatever reason, does not entitle an Employee to compensation for unused sick time credits.

c. To qualify for sick leave without loss of pay, the Employee must promptly, and in advance, if possible, notify the Faculty Supervisor of the Employee's absence and expected date of return to work.

d. For absences of five (5) or more consecutive workdays, the Employee shall provide medical evidence verifying the illness. The Employer may require such evidence for lesser periods provided the Employee is allowed reasonable time to obtain such evidence

e. Where an Employee is unable to perform duties because of illness or injury for a period beyond the period of paid sick leave, the Employee may request sick leave without pay for the period of illness or injury, or the end of the contract, whichever comes first.

f. Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, the Employee may be granted two (2) hours off work without loss of credit. In such circumstances, the Employee will attempt to schedule the appointment so as to minimize disruption to departmental operations. Time in excess of two (2) hours shall be accumulated and charged against the Employee's sick leave credits. Employees will not automatically take the entire two (2) hours off work, if attendance at the medical appointment and return to work can be completed in less time. Employees are normally required to provide a minimum of forty-eight (48) hours' notice to their supervisor when time off is required.

g. Employees who will, after ninety (90) calendar days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds percent (66⅔%) of their salary rate at the time of commencement of the disability, will receive an additional thirteen and one-third percent (13⅓%) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.

27.5 Bereavement Leave

The Employer will grant up to three (3) days of paid leave in the event of the death of an Employee's spouse or partner, child, grandchild, parent, sibling, or grandparents. If travel outside Ontario is required, the Employee shall be permitted no fewer than five (5) consecutive days of leave per contract year without loss of pay.
For clarity: the foregoing is inclusive of step- and in-law relations, and relations regardless of gender.

27.6 Paid Personal Leave (PPL)

a. Members shall be allowed up to one (1) paid personal day per calendar year, which must be approved by their Supervisor, subject to operational requirements.

b. PPL is to provide emergency time off without loss of pay for extraordinary or unanticipated circumstances which may arise from time to time in an Employee's personal life. As soon as is reasonably possible the Employee and Supervisor shall review the Employee's request that the time be recorded as paid personal leave.

For clarity, some examples of PPL for extraordinary or unanticipated circumstances would include but not be limited to:

- emergency medical requirements for immediate family;
- emergency child or eldercare arrangement;
- an emergency resulting from a natural disaster(this may include unusual or severe storm conditions).;
- an emergency situation at home (this may include fire, flood, burst water heaters/pipes, broken furnace during winter months, gas leaks);
- attendance at a funeral for a person who is not specifically covered by the provisions in this Collective Agreement;
- observation of obligatory religious holy days
- dealing with commitments and obligations related to immigration;
- extending a period of bereavement leave beyond the days provided for in the Collective Agreement.

PPL does not accrue from one calendar year to another.

27.7 Family Responsibility Time (FRT)

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

a. The operational requirements of the University must be met. However, it is recognized that every effort will be required to accommodate requests for family responsibility time (FRT).

b. Seven (7) days of (FRT) will be provided at any given time to all regular full-time Employees. FRT may be used in amounts not less than one (1) hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.

c. FRT will be available on a "borrow" basis, to be repaid by mutual agreement between Employee and Supervisor. FRT can be repaid by, for example, working shortened lunch breaks, starting earlier, or working late. The minimum arrangement for re-payment of FRT must be in segments of no less than .50 hour.

d. Employees may draw FRT repetitively provided they do not exceed two (2) days owing at any given time. Time owing must be cleared by March 1st of the following year.

e. In addition to family responsibility time, Employees may apply for an unpaid leave of absence, under the terms of Human Resources Manual Policy 501 to accommodate their family responsibilities.

27.8 Pregnancy Leave

a. An Employee who has been employed for at least thirteen (13) weeks and who is pregnant shall be granted a pregnancy leave of absence of up to seventeen (17)

weeks upon written request submitted at least two (2) weeks in advance of the leave requested. Where the Employer requests the submission of a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming that the Employee is pregnant and the probable date of delivery, such certificate shall be obtained at the Employer's expense. The Employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave.

b. An Employee may return to work within the original period of appointment, upon giving two (2) weeks' notice in writing of intention to do so or upon confirming previous arrangement for return. The Employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

c. In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the Employee may begin the leave immediately, but shall notify the employing Department as soon as possible but no later than ten (10) working days subsequent to the first day of leave. On request, and at the Employer's expense, the Employee shall provide a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the Employee was expected to give birth.

27.9 Parental Leave

a. An Employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence following either (a) the birth of the child, or (b) the entry of the child into the permanent custody, care and control of the Employee for the first time. Parents will be eligible to take up to seventy-eight (78) weeks of parental leave.

   For clarity: an Employee that takes pregnancy leave is also eligible for parental leave.

b. Application for such leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, permanent care and control of the Employee for the first time. Parental leave of an Employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the permanent custody, care and control of the Employee for the first time.

c. An Employee may return to work within the original period of appointment, upon giving two (2) weeks' notice in writing of the intention to do so or upon confirming the previous arrangement for return. The Employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

27.10 Union Leave

a. The Employer agrees to recognize a bargaining committee composed of no more than five (5) Employees in the Bargaining Unit in addition to any other Union or Local executive committee members or Union or Local staff. The Union shall advise the Employer in writing of all members of the Union bargaining committee.

b. It is agreed that attendance at a scheduled collective bargaining meeting with the Employer is considered work time, and each member of the Union bargaining committee from the Bargaining Unit shall be entitled to attend the meeting without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.

c. Where attendance at a Grievance meeting or an Arbitration hearing unavoidably conflicts with any scheduled work time arising from current employment in this Bargaining Unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. Each affected member shall provide the Supervisor(s) with as much advance notice as possible.

d. Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the Employer provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than seven (7) calendar days written notice of the names of Employees in respect of whom leave is being requested.

e. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for the cost of wages and benefits as invoiced by the Employer.

27.11 Compassionate Care Leave

a. In accordance with the conditions, provisions and definitions of the Employment Standards Act, the Employer will provide Family Medical Leave without pay to an Employee for a period of up to eight (8) weeks to provide care to a specified family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death likely to occur with a period of twenty-six (26) weeks.

b. The Employee will continue to accumulate seniority during the period of leave. Normal benefit cost-sharing will continue during the first sixty (60) days of unpaid leave, following which an Employee wishing to continue all or a portion of their benefits will be responsible for both the Employer and Employee share of benefit costs as invoiced by the Employer.

27.12 Jury Duty Leave

Upon written request, supported by a copy of the summons, an Employee shall be granted leave and paid for whatever difference exists between the jury duty pay they received, as evidenced by a statement from the proper authority, and their normal Employer wages or salary, until the end of the appointment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the Employee shall provide the Faculty

Supervisor with written confirmation of the date(s) and time(s) on which the Employee appeared and/or served, signed by an appropriate official of the Court.

27.13 Sexual and Domestic Violence Leave

Employees are entitled to Domestic or Sexual Violence leave pursuant to the *Employment Standards Act*, 2000. All provisions of the Act pertaining to this leave shall apply. Such leave of absence may at the Employer's discretion be without loss of pay for up to one (1) month at the Employee's regular rate of pay during the period of the Employee's appointment.

Written request for such leave along with any related documentation and correspondence shall be submitted to Faculty and Academic Staff Relations.

27.14 Political Leave

Employees running for election shall be entitled to a leave of absence without pay on the following basis:

a. Election to the Parliament of Canada: one (1) month.
b. Election to the Legislature of Ontario: one (1) month.
c. Election to the Municipal Council or Board of Education: five (5) working days.
d. Election to Mayor or Chairperson or City/Town/Regional Council: ten (10) working days.

Such leave need not be taken on consecutive days.

27.15 Modified Hours of Work

A PDS may make a request to their Supervisor for a reduction in hours of work. This request may be temporary or for the duration of the contract. The Supervisor shall consider and may grant the request. The amount of reduction is to be mutually agreed between the supervisor and PDS. Benefit eligibility and levels will be based on reduced hours for the duration of the approved request.

27.16 Should documentation be required for a leave to be granted, the contents of the documentation shall remain with Human Resources, or appropriate location, and shall only be divulged with the express written consent of the Employee or as needed to know in order to implement a required measure.

27.17 It is agreed that a PDS exercising rights under this Article may explore whether a contract extension is possible, and a supervisor may consider granting an extension.

Article 28 - Holidays

28.1

a. Employees are entitled to paid holidays in accordance with the *Paid Holidays* as currently published on the Employer's website: https://www.uoguelph.ca/hr/staff-faculty-pay/paid-holidays. These days include, but are not limited to:

   i. New Year's Day
   ii. Family Day
   iii. Good Friday
   iv. Victoria Day
   v. Canada Day
   vi. Civic Holiday(s)
   vii. Labour Day
   viii. Thanksgiving Day
   ix. Christmas Day
   x. Boxing Day
   xi. New Year's Eve Day
   xii. Any additional day duly proclaimed as an Ontario and/or Canadian public holiday and required to be a paid holiday by Employers in Ontario.

b. In recognition of the Government of Canada marking September 30th as the National Day for Truth and Reconciliation, the Parties agree to further their learning of Indigenous issues and reconciliation efforts.

28.2 Holidays include any business days that fall on or between December 25th and January 1st. Employees are entitled to these days without loss of pay and these days do not count towards the Employee's annual vacation entitlement.

28.3 An Employee must have approval from their Faculty Supervisor prior to working on any paid holiday.

28.4 Should any of these holidays in 28.01 fall on a Saturday or Sunday, the Employer shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday.

28.5 Any Employee required to work on one of the holidays listed in 28.1 or 28.2 of this article shall be provided with overtime pay or compensatory time off with pay at time and one half (1.5) for each hour worked in addition to their regular pay for the holiday itself.

28.6 The Union shall be advised of the holiday schedule for each calendar year within one (1) month of the beginning of that year.

28.7 Each Employee is entitled to rearrange their work duties without loss of pay in order to observe the religious holiday(s) of their faith. The Employee must notify their Faculty Supervisor as early as possible before the religious holiday(s) about their intent to observe such holiday(s).

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

29.2 Dental and Long-Term Disability

All Members who hold an appointment of greater than or 0.51 FTE will be eligible for the following benefits after two (2) years of service:

1) Dental Plan
2) Long Term Disability

29.3 Premiums

For those temporary full-time Employees who qualify, and elect to participate in the applicable benefit coverage, the Employer will contribute sixty-six and two-thirds percent (66 2/3%) of the cost for Long-Term Disability and Group Life Insurance, one hundred percent (100%) of the cost of Extended Health, and eighty percent (80%) of the cost of Dental.

29.4 The Parties agree to be governed by the provisions and regulations of the University of Guelph Employee Group Benefits booklet for the term of the Agreement.

29.5 The Union agrees that the Employer can change the benefit plans and/or carriers for the benefits with prior notice to, and discussion with, the Union.

29.6 Participation in the Health and Dental Benefit Plan is a condition of employment.

29.7

a. If an Employee holds an initial appointment of less than six (6) months, and if that appointment is subsequently extended such that the appointment period, together with the initial appointment, results in a total appointment period that is for six (6) months or more, then the Employee shall be entitled to participate in Extended Health and Group Life benefit plans from the date of such extension.

b. For purposes of calculating benefits entitlement, an Employee's service in all appointments will be added together, so long as the period of time between any two (2) appointments does not exceed thirty (30) days.

29.8 Relocation Allowance

The Faculty Supervisor and Employee may negotiate relocation expenses to be paid by the Faculty Supervisor.

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.

29.10 Athletic Fee Subsidy

Postdoctoral scholars, regardless of contract length, shall have access to a subsidized membership for use of the on-campus athletics facilities in accordance with the HR policy - https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/518-athletic-fee-subsidy-all-staff.

29.11- Flexible Spending Credits

For the purpose of establishing the program, effective date of ratification and each January 1st thereafter, the University will provide Flexible Spending Credits (Flex Credits) to all active eligible employees. Each eligible employee will be provided with Flex Credits in the amount of:

2026: $1,000
2027: $1,000
2028: $1,000

Eligible Members elect to allocate their Flex Credits into one (1) or more of the following two (2) accounts:

- **Health Care Spending Account (HCSA)**

The Health Care Spending Account (HCSA) can be used to pay for employee and/or eligible spouse's/dependents' qualifying medical and dental expenses under the Income Tax Act (Canada), that are not covered or are only partially covered by the University's group benefits plan.

- **Taxable Wellness Spending Account (TWSA)**

The TWSA is intended to support the health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including,

but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

Operation

Allocation of Flex Credits

a. All allocations of Flex Credits must be made in fifty-dollar ($50) increments.
b. Normally, this election must be made by November 30th of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one (1) election may be made in any year.
c. The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
d. Where an employee fails to make an election for the Flex Credits, as an automatic default, one hundred per cent (100%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Spending Account.

Eligibility

a. 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 Flex Credits from their first day of their appointment.
b. For the purpose of this Agreement, active PDS shall include those employees on any statutory protected leaves (i.e., maternity or parental leave, family medical leave, etc..). Those on non-statutory protected leaves, including short term disability, long term disability, drawing WSIB benefits, or an otherwise approved leave of absence as at (Effective Date of Flex Credits) will be able to participate upon their return to active employment. An active PDS does not include a PDS on a leave of absence without pay for a period of thirty (30) calendar days of more.
c. Newly hired PDS will have access to one hundred percent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1st of the same calendar year.
d. All PDS whose employment commences after July 1st, with the exception of those hired after November 30th, as detailed below, will see their Flex Credits prorated by fifty per cent (50%) for the balance of that calendar year.
e. Those PDS hired after November 30th will not be eligible to participate in the Flex Credit program until the following calendar year.
f. All employees hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

Account Balance Carry Forward Provisions

a. The same carry forward provisions will apply to both the HCSA and TWSA.

b. Unused account balances can be carried forward and combined with new Flex Credits allocations for the following calendar year.
c. At the end of the second calendar year, any balances remaining from the previous year will be forfeited. (i.e., spending in any one (1) year must exceed funds carry forward from year immediately preceding.)
d. Carry forward balances must remain in the original accounts (i.e., no inter account transfers are permitted once the allocation election has been made).

Article 30 – Professional Development

30.1

a. The Office of Graduate and Postdoctoral Studies (OGPS) shall include PDSs in announcements of professional development opportunities (such as, but not limited to, job talks) of which they are aware.

b. Upon ratification of this agreement, and periodically thereafter, the OGPS shall send a communication to faculties and departments asking them to include any newly hired Postdoctoral Scholar on departmental or faculty listservs or other appropriate electronic information distribution.

30.2 Professional Development Fund

A Professional Development Fund will be established and funded annually by the Employer, to provide support for professional development activities that are not otherwise funded by the Employee's Supervisor or Department. The fund shall be established in the following amounts, payable on the dates noted:

May 1, 2026: $12,000
May 1, 2027: $12,000
May 1, 2028: $12,000

Any unused funds shall be carried over and added to the next year's fund.

The fund will be administered by USW 4120. Criteria, priorities, and procedures for application to and distribution of the fund shall be established by USW 4120 and be made available for review by members on their website. If requested, USW 4120 will provide the Employer with a written report detailing the disbursement of the Professional Development Fund.

30.3 Individual Development Plan

a. An individual development plan (IDP) provides a planning process that identifies the Postdoctoral Scholar's general individual research goals and professional development and career objectives. Postdoctoral Scholars may use an IDP to share their goals and objectives with their supervisor and clarify the connection with the Supervisor's own research goals.

b. In the event the Postdoctoral Scholar desires a written IDP, the Postdoctoral Scholar may submit a written draft of the IDP to the Supervisor for discussion. Within a timely manner, the Supervisor will review the IDP and schedule a meeting with the Employee to discuss available development opportunities and resources to meet the development goals set out in the IDP.

c. Where a written Individual Development Plan has been developed in accordance with this Article, the Employee may request further meetings with the Supervisor thereafter to discuss the progress made by the Employee relative to the IDP. Such requests of up to two (2) meetings per year shall not be unreasonably denied.

30.4 Obtaining and Holding Funding

a. With Supervisor approval, Postdoctoral Scholars shall be allowed to be the primary applicant or co-applicant on funding applications, including internal institutional funding. Accordingly, Postdoctoral Scholars shall be allowed to hold and spend any successfully obtained funds, if permitted by and in accordance with existing appropriate spending and reporting procedures.

b. The Employer shall create a letter for PDS use in submission to external funding agencies that, where determined feasible by the Office of Research and the funding agency, award letters be addressed to the postdoctoral scholar.

30.5 Job Review

Where an Employee applies for a full-time position at the University of Guelph (inclusive of jobs described in the Postings and Appointments Article 21) and does not get hired, the Employee may request a meeting with a member of the selection committee to receive feedback on their job application. The Parties understand and agree that this meeting is to be for pedagogical purposes only and does not include any right for the Employee to be accompanied by a Union Representative.

30.6 Career Advancement Support

Due to the temporary and transitional nature of postdoctoral appointments, but with due regard for the foundational importance, the Parties agree that Employees require flexible time to interview for potential further employment.

The Employee is entitled to schedule and attend interviews or workplace visits (such as campus visits) with no loss of pay or requirement for time in lieu for up to three (3) days per year of contract. There is no carryover of unused days into subsequent years. Reasonable notice shall be provided by Employee. Where possible, the Employee should endeavour to schedule interviews with minimal disruptions to their work schedule. An equivalent amount of work time used for this purpose will be made up by the Employee over the balance of the contract, as identified and agreed upon by the Employee and Supervisor.

Article 31 - Termination of Employment

31.1 Whenever possible, the Employee must provide written notice of at least two (2) weeks in advance of resignation to the Employer.

31.2

a. Employment ends automatically upon the expiration of the stated term date, without notice, and it is agreed and understood that Leaves taken during the course of the employment contract do not automatically extend the fixed term of said contract. Where the Employer or supervisor intends to extend an Employee's contract, the Employer shall make best efforts to do so as far in advance as possible.

b. Where a contract renewal has been unconditionally offered and not honoured, the Employee has the right to grieve.

31.3 The Employer reserves the right to dismiss any Employee for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 22 - Discipline.

31.4 The Employer may terminate the employment relationship early by providing two (2) months written notice. The Employer retains the discretion to provide the equivalent of two (2) months' salary in lieu of working notice. The Union will be informed without undue delay of early terminations made by the Employer pursuant to this clause. The Employer may assist in finding opportunities for alternative employment within the University, adhering to existing hiring processes. In the event an Employee is terminated in accordance with this clause, the Employer shall provide the reason for such early termination to the Employee. Early terminations in accordance with this Article are not subject to the Grievance and Arbitration procedure outlined in Articles 16 and 17. The principles in the Postings and Appointments Article 21 shall apply to Employees whose termination of employment, through no fault of their own, falls under 31.4 of this collective agreement.

Upon request, an Employee may meet with the Employer to discuss the reasons for the termination. Any such discussion shall be for informational purposes only and shall not be subject to grievance or arbitration.

31.5 The Employee shall maintain access and use of their Employer-provided email, library services, and other University services for twelve (12) months after the termination or expiration of the Employee's contract, unless that Employee was dismissed with just cause. Reasonable requests for maintenance of these services beyond this time period shall not be denied.

Article 32 – Duration

32.1 This Agreement shall be effective from May 1, 2026 and shall remain in force and effect until April 30, 2029. Thereafter, this Agreement shall remain in effect from year to year unless either Party gives to the other Party a written notice of termination or a desire to amend this Agreement.
Either Party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other Party to

terminate this Agreement or to negotiate a revision thereof. This Agreement may be amended during the effective term of this Agreement by mutual consent.

32.2 If any provision of this Agreement is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated, but it is subject to such amendments as may be necessary to bring it into conformity with the law.

32.3 No Employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Agreement, except as agreed by the parties.

Letter of Understanding #1 - Orientation Materials

The Parties acknowledge that Postdoctoral Scholars may begin their contract at different times of the calendar year and agree that orientation materials shall be available to the Employees on or before their start date. These materials will be available electronically. The Parties also agree that the orientation materials shall be made available or linked to on the Office of Graduate and Postdoctoral Studies website. The Parties agree that a recorded orientation will be available to any Postdoctoral Scholars.

Letter of Understanding #2 – Other Bargaining Units Strike or Lockout

Within a reasonable time period, but no later than when notice of a Strike or Lockout of another bargaining unit has been served, the Employer shall notify the Union of this action, and the Parties shall meet at a mutually agreeable time to discuss the impact, if any, on this Bargaining Unit. Employees shall not be required to perform the work of the other employees engaging in, or affected by, this action.

Letter of Understanding #3 – Harassment and Domestic Violence

The Parties agree that a significant single incident and/or conduct related to employment may be enough to establish a course of conduct, dependent on the seriousness of the behaviour, the positions of the persons involved, and/or the impact upon access to equal treatment.

The Parties understand that many of the grounds listed in Article 9.2 cover expanded grounds that are not explicitly listed and may evolve. Some examples of expanded grounds that are covered include transsexual transition status and right to determine their own gender identity and pronouns being covered under gender; same-sex partnership status being covered under marital status; nationality or indigeneity being covered under place of origin; and faith, spiritual beliefs or practices and agnostic or atheist views being covered under creed.

The Employer and the Union agree that all employees have the right to be free from domestic violence and are committed to providing assistance and a supportive environment to employees who are experiencing domestic violence by providing appropriate assistance and supports. The Employer and the Union recognize that assistance and supports that are adopted must be

specific to individual needs, which will vary. Accommodations and supports that can be considered include but are not limited to: accommodating a leave of absence under the various provisions of this Collective Agreement, modifying working hours, adjusting work schedules, referral to campus/community supports, referral to the Employee and Family Assistance Program (EFAP) or other appropriate resources, at the discretion of the employer providing for time off with pay, and working with the Employee and Campus Community Police to design and implement an individual safety plan.

The Employer and the Union recognize that situations of domestic violence are highly sensitive and accordingly will only disclose relevant information on a need-to-know basis, or as may be legally required. The Employer may request supporting documentation reasonable in the circumstances, from the Employee needing to access these supports, or the Union representative acting on behalf of the Employee.

Where an Employee alleges that they have been subjected to any form of harassment, or violence as defined herein, they may request that their employment duties be adjusted as an interim measure. The Employer will consider such requests in determining any interim measures. There shall be no reprisals for an Employee requesting such arrangements. Adjusted employment duties and other accommodation(s) that have been put in place pursuant to this Letter of Understanding will expire upon the resolution of the matter or at the conclusion of the Employee's employment, whichever occurs first.

Letter of Understanding #4 – Occupational Health and Safety Internal Responsibility System

In accordance with the principles embodied in the OHSA, the Employer and the Employees are responsible jointly to implement and maintain an Internal Responsibility System (IRS*)*. To that end:

a. The Employer or the Faculty Supervisor shall be responsible for informing the Employee of any procedures or policies established by the Employer associated with the safe handling of materials or equipment; shall require them to use any protective devices, clothing or equipment, and to follow such procedures; and shall advise Employees of the existence of hazards, of which the Employer is aware, associated with the Employee's employment duties;

b. While the Employer is primarily responsible for health and safety, the Employee also has a responsibility that any student or other person under their care or jurisdiction is informed of any known health and safety hazards, including the requirements, procedures and policies associated with the safe handling of materials and equipment; and

c. Employees are required to abide by Employer policies and procedures with respect to health and safety and to carry out their work in compliance with Section 28 of the OHSA.

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between United Steelworkers 4120 Unit A (the "Union") and the University of Guelph (the "Employer"). The entities listed above may be referred to as the Parties to this MOU.

WHEREAS the Parties wish to identify and clarify certain terms and conditions of employment that apply to Postdoctoral Scholars ("PDS") who are not Members of the Union ("NM-PDS");

AND WHEREAS these NM-PDS are Postdoctoral Scholars whose salary is paid at less than 35% of a full-time equivalent appointment by the Employer via the Employer's payroll as employment income, but are not 100% externally funded with scholarship income.

NOW THEREFORE it is agreed that the following articles and policies will apply to non-member Post-Doctoral Scholars:

Article 14 – Services and Facilities
Article 11 – Duties and Responsibilities
Article 23 – Intellectual Property
Article 12 – Academic Freedom
Article 20 – Health and Safety (Only clauses 20.7, 20.8, 20.9, 20.10, 20.12, 20.13, 20.14. 20.15, 20.16, and the LOU)
Article 28 – Holidays (As related to their duties associated with their internal, employment income)
Article 15 – Official Employee File (All clauses except the last sentence of 15.6, and obligations to copy the Union in 15.4)
Article 26 – Hours of Work (Only clauses 26.9 and 26.10)
Article 22 – Evaluations
Article 24 – Technological Change (s related to their duties associated with their internal, employment income)

University Policies on Workplace Harassment Prevention Policy, Workplace Violence Prevention, Policy and Program, Human Rights Policy and Procedures, Sexual and Gender-Based Violence Policy and, the Dispute Resolution Process as outlined by the Office of Graduate and Postdoctoral Studies (OGPS).

Memorandum of Agreement Regarding Participation in the University Pension Plan Ontario (The "UPP")

WHEREAS, on or about April 5, 2022, the University and the Union entered into a collective agreement effective from May 1, 2021 to April 30, 2023 (the "Collective Agreement");

AND WHEREAS the employees who became part of the bargaining unit effective May 10, 2022 were, immediately before that date, eligible for membership in the Retirement Plan of University of Guelph (the "Retirement Plan");

AND WHEREAS effective July 1, 2021, the Retirement Plan was converted the University Pension Plan Ontario ("UPP") and all members of the Retirement Plan became members of the UPP on July 1, 2021;

AND WHEREAS employees represented by the Union who were not members of the Retirement Plan are in a class of employment eligible to participate in the UPP in accordance with its terms, as amended from time to time;

AND WHEREAS the parties wish to enter into this MOA to fulfil the requirements of the Participation Agreement between the University and the UPP;

NOW THEREFORE the parties agree as follows:

No grievance or arbitration

Any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement and 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;

It is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

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.