

**COLLECTIVE AGREEMENT**

BETWEEN

**THE UNITED STEEL, PAPER AND  
FORESTRY, RUBBER MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION (USW)**

On behalf of

**Local 4120**



And

**THE UNIVERSITY OF GUELPH**



**EXPIRY DATE**

**October 31, 2021**

**APPENDIX A**

Open Learning and Educational Support Department – English Language Programs

**COLLECTIVE AGREEMENT**

For the “Open Learning and Educational Support Department – English Language Programs”

Bargaining Unit

-BETWEEN-

**THE UNIVERSITY OF GUELPH**

-AND-

**THE UNITED STEELWORKERS ON BEHALF OF LOCAL 4120**

Term of Agreement: May 1, 2020 to October 31, 2021

**All provisions of the Primary Collective Agreement apply to English as a Second Language Instructors (“ESL Instructors” employed in the University of Guelph’s Open Learning and Educational Support Department, English Language Programs, save and except for the following Articles and those Articles that are modified as set out below.**

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ARTICLE 3 – RECOGNITION

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MOA #12 – TEAM LEADERS

MOA #25 – OMAFRA ENHANCED PARTNERSHIP

LOU – TEMPORARY LAYOFF PROVISIONS (COVID-19)

**The following articles of the Collective Agreement apply to English as Second Language Instructors employed in the University of Guelph’s Open Learning and Educational Support Department.**

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## **ARTICLE 1 – DEFINITIONS**

- 1.01 “Employee” means an employee of the University included in the Bargaining Unit as defined in paragraph 3.01 of this Agreement.
- 1.02 “English as a Second Language Instructor (ESL Instructor)” means an employee working in the Open Learning and Educational Support department in the English Language Program excluding Lead Instructors.
- 1.03 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.
- 1.04 “Day” means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, “day” means a working day in the University’s Human Resources division.
- 1.05 “Full-time” means an Instructor teaching twenty (20) hours per week in the English Language Program in Open Learning and Educational Support.
- 1.06 “Paid status” means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation time, for bereavement leave, for jury duty, for military leave, paid/unpaid parental leave, Union Leave or for periods of Workers’ Safety and Insurance Board benefits.
- 1.07 “Semester” means a period of fourteen (14) weeks and in the context of this Agreement, “term” will be defined as a period of seven (7) weeks.
- 1.08 “Primary Collective Agreement” shall be defined as the Agreement between the University and USW Local 4120 covering all administrative, clerical and technical employees of the University, with specific exclusions.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees employed as an English as a Second Language Instructor in the Open Learning and Educational Support department at the University of Guelph in the City of Guelph, save and except for supervisors, those above the rank of supervisor, and those for which any trade union held bargaining rights as of May 30, 2018.
- 3.02 It is understood that all contracts are subject to available funding and there is no right to any particular contract or contract renewal.
- 3.03 Persons excluded from the Bargaining Unit shall not perform the normal work of the Bargaining Unit where in doing so results directly in:
  - (a) The indefinite lay-off of a Bargaining Unit member, or

- (b) The prolonging of such period of indefinite lay-off.

#### **ARTICLE 4 – MANAGEMENT FUNCTIONS**

4.01 The Union acknowledges that it is the function of the University to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim of discriminatory promotion within the Bargaining Unit, demotion or lay-off or that an employee has been suspended, discharged or otherwise disciplined without just cause, may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matter concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

#### **ARTICLE 8 – UNION REPRESENTATIVES AND GRIEVANCE COMMITTEE**

8.01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward from the unit for unit for the ESL instructors.

8.02 The Union will inform the University in writing of the name of its Union Steward and the duration of their appointment as Union Steward.

8.03 The University shall be informed, in writing by the Union, of the effective date and term of appointment of its Union Steward. Persons so elected or appointed will be recognized by the University for purposes of this Article during their term.

8.04 It is understood that a Union Steward has regular work to perform and that if it is necessary to service a grievance or to attend a mutually agreed to meeting during working hours, they will not leave work without first obtaining the permission of their immediate supervisor which shall not be unreasonably withheld. They shall state their destination to their immediate supervisor and shall report again to their supervisor at the time of their return to work.

#### 8.05 **Negotiating Committee**

The University agrees that a member of this Bargaining Unit may form part of the local Negotiating Committee for the USW Local 4120 Bargaining Unit, if the Union so desires. Bargaining Unit representatives on the Negotiating Committee will suffer no loss of regular straight time pay for time spent during regular working hours in negotiations with the University.

#### 8.06 **Other Committee Work**

All leaves to attend any University endorsed committee meetings on behalf of the Union or to service a grievance up to and including Step Two during regular working hours shall be without loss of pay.

#### 8.07 **International/Local Union Leaves**

Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year to allow an employee to assume an official position with the International Union or with the Local Union. A request for such leave shall be made in writing by the Union as far in advance as possible, but in any event no less than one (1) month prior to the commencement of the requested leave. This leave shall be limited to not more than four (4) employees from the bargaining unit at any one (1) time. The University shall grant year to year extensions, to a total maximum of three (3) years leave of absence, with at least one (1) month notice prior to the end of the leave.

An employee on such leave of absence will continue to be paid by the University, but the Union shall, on a monthly basis, reimburse the University for the cost of wages and benefits as invoiced by the University. The employee(s) will return to their position at the end of the leave. If during the leave period, the employee's position is eliminated, the employee will have access to their rights under Article 25.

If the employee's previous position continues to exist, but as a result of the employee's extended absence from their position, the University determines the employee is no longer qualified to fulfill the requirements of their position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume their previous position, and failing that, the employee will be laid off in accordance with this Collective Agreement.

8.08 New employees hired into Bargaining Unit positions, will be provided with one (1) hour off work with pay during their 1st or 2nd month of employment, in order to meet with the Local Union President or designate. Time off will be subject to the operational

requirements of the employee's unit and supervisory approval (which will not be unreasonably withheld).

- 8.09 ESL Instructors covered under this Agreement shall have access to a Leave of Absence without pay to attend to attend to Union education courses and tend to other University related Union duties not otherwise provided in this Agreement, up to five (5) days per semester. Such time off is subject to operational requirements for those individuals selected. The Union will provide at least ten (10) days' notice to the University of the names of employees for whom such leave is being requested, (reimbursement as per 13.02 of the Primary Collective Agreement).

## **ARTICLE 12 – SENIORITY**

- 12.01 The purpose of this Article is the provision of increased job security and increased protection of accrued benefits in relation to length of employment, always provided that ability to perform the work required is a prime requisite.
- 12.02 An ESL Instructor shall be on probation until they have completed two (2) consecutive teaching semesters.
- 12.03
- (a) Probationary employees will be given a written progress report upon completion of one (1) teaching semester. Both the employee and the supervisor will be notified that a review is required.
  - (b) A letter will be sent to probationary employees, with a copy to the Union, informing them of the successful completion of their probation and their new rates of pay (if applicable), or the employees shall be deemed to have completed probation.
- 12.04 A seniority list is established for employees in the Bargaining Unit. All employees who have completed probation shall be included on the seniority list. Seniority shall be calculated from the employee's original date of hire with the University, provided there have been no interruptions in employment. Paid and unpaid leaves, as are provided for under this Agreement, shall be deemed as continuous service for the sole purpose of Bargaining Unit seniority.
- 12.05 The University agrees to maintain an up-to-date seniority list and to supply the Union with copies of such list, it being understood that the list shall not be supplied to the Union more frequently than once every six (6) months. Union officials may have access to up-to-date seniority information on an "as required" basis. Such lists shall be provided in a suitable electronic format as required by the Union.
- 12.06 In all cases of job competition within the Bargaining Unit, seniority shall be exercised as outlined in 18.02(d).

- 12.07 An employee shall be terminated if they:
- (a) voluntarily leave the employ of the University;
  - (b) are discharged and are not reinstated through the Grievance or Arbitration Procedure;
  - (c) are absent from work for three (3) consecutive working days without notifying the University within that period, unless failure to notify is due to circumstances beyond the employee's control;
  - (d) without reasonable explanation, fail to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
  - (e) fail to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail, unless such period is extended for reasons satisfactory to the University;
  - (f) are absent due to lay-off, where such absence continues for more than twenty-four (24) months.
- 12.08 It shall be the duty of the employee to notify the University promptly of any change of address. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee.
- 12.09 An employee who transfers to a position outside the Bargaining Unit shall retain their seniority accrued to the date of transfer for a period of three (3) years from the date of leaving the Unit. The employees name will not appear on the seniority list.
- 12.10 If appointed to a regular full-time position within the USW Local 4120 Bargaining Unit with no break in employment or a break of three (3) weeks or less, an ESL Instructor will be credited for time worked against credited service for the purposes of vacation, sick leave, tuition waiver, service review date, paid holidays and seniority.

### **ARTICLE 13 – LEAVES OF ABSENCE**

- 13.01 The University may, subject to operational requirements, grant leave of absence without pay to an employee. A request for such leave of absence shall be in writing and shall be submitted to the Academic Coordinator/Head Teacher in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the University as soon as possible. The granting of such leave may not be unreasonably withheld. The Academic Coordinator/Head Teacher shall respond within ten (10) working days. Seniority shall accrue during a leave of absence. Normal benefit cost-sharing continues for unpaid leaves of absence of one (1) month duration or less. For unpaid leaves of greater than one (1) month, normal benefit cost sharing continues for the first month of the leave. Thereafter, the employee may

elect to continue coverage for one (1) or more of the benefits enrolled in prior to the leave, if the employee prepays monthly in advance the full premium or contribution cost (employer and employee cost) of the benefits.

### **13.02 Union Leave**

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 University 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 be given.

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

If the employee's previous position continues to exist, but as a result of the employee's extended absence from their position, the University determines the employee is no longer qualified to fulfill the requirements of their position, the employee will be provided with a reasonable amount of training, as determined by the University, to enable the employee to resume their previous position, and failing that, the employee will receive lay-off notice provided for under Article 25.

### **13.03 Bereavement Leave**

The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children, step-children, parent, step-parent, sibling, or step-sibling. The University will grant up to three (3) days of paid leave in the event of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or ward. An employee whose vacation is interrupted because of bereavement as outlined above, will have the appropriate number of vacation days (5 or 3) reinstated.

### **13.04 Family Medical Leave**

In accordance with the conditions, provisions and definitions of the Employment Standards Act, the University 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 occurring with a period of twenty-six (26) weeks. 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 University.

#### **13.05 Jury Duty**

Absence for jury duty is an excused absence and the University agrees to pay an employee who is required to serve as a juror, the difference between the regular pay they would have received for work which they were scheduled to perform during the period of their absence and the amount received by them as a juror. It shall be the responsibility of the employee to provide proof of the period served as a juror and the amount paid to them for such services. In addition, an employee who is subpoenaed as a witness shall receive full regular pay for such absence, provided the litigation was not initiated by the employee.

#### **13.06 Military Leave**

The University may grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary.

#### **13.07 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.

#### **13.08 Time Off to Vote**

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

#### **13.09 Family Responsibility Time**

The provision of family responsibility time, separate from sick 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 effort will be required to accommodate requests for family responsibility time (FRT).
- (b) Two (2) days of FRT will be provided to ESL Instructors. 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 work earlier or working late. The minimum arrangement for repayment of FRT time must be in segments no less than thirty (30) minutes. This time is not considered overtime and does not accrue at the overtime rate. Only when an employee is requested by their supervisor to work approved overtime, will the time be calculated at the appropriate overtime rate (and may be applied toward any outstanding FRT balance due).
- (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 failing which any remaining amount will be deducted from a regular full-time employee’s annual vacation or through a mutually agreeable repayment plan. A temporary full-time employee with outstanding time owing at time of termination will have such amount deducted from their final pay.
- (e) In addition to FRT, employees may apply for an unpaid leave of absence as outlined in Article 13.01 to accommodate their family responsibilities.
- (f) A Department head in consultation with the Director of Human Resources (Staff Relations) may elect to waive all or a portion of family responsibility time owing in exceptional circumstances.

### 13.10 Unpaid Parental Leave

#### a) Purpose of Unpaid Parental Leave

Unpaid parental leave is offered to accommodate employees who require more time than that provided as paid parental leave to care for new-born or newly-adopted children. It is expected that all employees will return to employment at the University of Guelph following unpaid parental leave.

#### b) Eligibility for Unpaid Parental Leave

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty-five (35) weeks of unpaid parental leave per pregnancy or placement to all regular full-time employees. The leave will normally be continuous with

the paid parental leave. It will begin no later than thirty-five (35) weeks after the child comes into parental care.

**c) Terms of Unpaid Parental Leave**

- 1) The employee proceeding on unpaid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.
- 2) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.
- 3) For the purpose of promotion, seniority, vacation entitlement, and benefits/pensionable service (where the eligible employee has maintained the required contributions) any period of unpaid parental leave shall be considered as a period of service with the University. An employee who has taken an unpaid parental leave shall remain eligible for increases based on their level of performance while in full-time employment.
- 4) An employee taking an unpaid parental leave shall not be disadvantaged. They will return to the same position held prior to the leave or if the position is not available, an equivalent position without loss of salary or seniority.

**13.11 Temporary Reduction of Workload and Compensation**

The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate an ESL Instructor's request for a temporary reduction of workload and compensation.

The purpose of a temporary reduction of workload and compensation is to provide an eligible full-time ESL Instructor with the opportunity to reduce their regular hours of work in a week to no less than fifty percent (50%) in any one (1) week. It is not intended to replace the provisions of any other Article, specifically Article 13.01 (unpaid leave of absence).

**(a) Eligibility and Application Procedure**

- 1) Every full-time ESL Instructor is eligible to request a temporary reduction in workload and compensation at any time during their career.
- 2) Any eligible ESL Instructor may submit a written request for a temporary reduction in workload and compensation to the Academic Coordinator/Head Teacher or the Executive Director of Open Learning and Educational Support.

- 3) An ESL Instructor whose request for a reduction in workload and compensation is denied may grieve the decision according to the Collective Agreement grievance procedure.

**(b) Terms of Reduction in Workload and Compensation**

- 1) An employee who is granted a temporary reduction in workload shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than fifty percent (50%)) in its duration.
- 2) ESL Instructors who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload, and such employees will maintain their status within the Bargaining Unit.
- 3) The length of the probationary period shall be extended, on a pro-rated basis, if a reduced workload appointment is taken up by a probationary employee.
- 4) Employees who accept a reduction in workload and compensation shall remain eligible for increases.
- 5) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

**ARTICLE 14 – PAID HOLIDAYS**

**14.01**

- (a) Employees shall receive pay for the following holidays during the term of this Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve Day
Civic Holiday	

Any other day on which the University premises are declared closed by the President. An employee working on such a day would be paid at applicable straight time and not be entitled to premium pay as provided in Article 14.05. In such circumstance, the employee would be entitled to a lieu day at straight time.

This provision would be distinct from any closure due to hazardous weather or other emergency.

- (b) In each calendar year, providing fourteen (14) calendar days' notice is given to the Academic Coordinator/Head Teacher, each employee who has worked a full course load in the previous calendar year shall be entitled to be granted two (2) other days as "additional paid holidays" annually. The denial of a request to schedule an "additional paid holiday" will not be unreasonable and will be subject to bona fide operational requirements being met. An employee who worked a reduced course load in the previous calendar year shall receive the applicable prorated amount. Any dispute that cannot be resolved with the Academic Coordinator/Head Teacher will automatically be elevated to 2nd Step of the Grievance Process. An "additional paid holiday" may not be carried over for observance into a new calendar year.
  - (c) It is understood that during an ESL Instructor's probationary period an employee shall be entitled to use only one (1) of the above mentioned "additional paid holidays".
  - (d) Should the Parliament of Canada enact a new public holiday during the term of this Agreement, such holiday shall be observed as though it were in this Agreement.
- 14.02 Holiday pay will be computed on the basis of the employee's normal daily hours and their regular hourly rate. In the case of employees with variable daily hours of work, the employee's average daily hours shall be calculated based on the number of hours normally worked, divided by the number of days normally worked in a week.
- 14.03 In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the employee shall receive holiday pay providing they have worked a full scheduled shift in the week immediately preceding and the week immediately following the holiday. Where the paid holiday(s) fall between the semesters during a lay-off, the employee will remain entitled to holiday pay, provided they work their last full scheduled shift in the semester immediately preceding the paid holiday and their first scheduled shift in the semester immediately following the paid holiday. Where these requirements have been satisfied, the employee will receive their holiday pay entitlement on their second pay period following their return to work.
- 14.04 Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday with respect to employees whose days off are regularly and normally Saturday and Sunday.

**ARTICLE 15 – VACATIONS**

15.01 ESL Instructors will be eligible for vacation pay based on their years of continuous service. Vacation pay will be calculated on the gross wages for each pay period. ESL Instructors shall earn vacation pay in accordance with the following scale:

<b>Years of Service</b>	<b>Vacation Pay Percentage</b>
Up to five (5) years	4%
Five (5) years but less than ten (10) years	6%
Ten (10) years or greater	8%

15.02 ESL Instructors shall be deemed to have taken unpaid vacation time off in accordance with the provisions of the Employment Standards Act, during those unpaid periods between course assignments. Such unpaid vacation time will be scheduled by the Academic Coordinator/Head Teacher in accordance with the University’s operating requirements and normally during the off periods.

**ARTICLE 16 – SICK LEAVE**

16.01 ESL Instructors will be provided with two (2) paid sick days per semester to be used in the event of a personal illness or injury up to a maximum of six (6) days annually. The University reserves the right to request a medical certificate to support the request for sick leave and/or substantiate an absence from work. ESL Instructors will be afforded reasonable time to obtain such medical evidence. A request from an ESL Instructor to “borrow against” the annual entitlement prior to accrual will not be unreasonably withheld.

16.02 All sick days provided by Article 16.01 must be used within the calendar year in which they are provided and shall not be carried over into the following calendar year.

**ARTICLE 18 – JOB POSTINGS**

18.01 The University will provide a bulletin board in sufficient locations to ensure reasonable availability to employees of notices regarding Union meetings and other local Union activities. All such notices must be signed by an officer of the Union and a copy sent to Staff Relations.

**Job Posting**

18.02 When the University decides to fill a job vacancy within the Bargaining Unit, except temporary vacancies of less than twelve (12) weeks, such vacancy shall be posted for seven (7) calendar days on the University job posting website and applicable external

websites. Should the University wish to extend the posting past seven (7) calendar days, notice will be given to the Union in writing.

- 18.03 Such job postings shall indicate the compensation amount and the position number and reflect a summary of the duties and responsibilities of the position. All postings for jobs within the Union shall state: "This position is covered by the Collective Agreement with the United Steelworkers".
- 18.04 Any ESL Instructor who feels that they are qualified may apply for the position in the Bargaining Unit. ESL Instructors applying to a position outside of the Bargaining Unit will be given second level consideration, as provided by Article 18.03(a)(2) of the Primary Collective Agreement, for the posted Bargaining Unit position. It is the responsibility of the employee to demonstrate evidence of qualification at the time of application. In all cases of job competition, the University shall assess the skill, efficiency and capability of the applicants using all relevant information and when these factors are assessed to be relatively equal, seniority shall govern.
- 18.05 The University shall send the Union a copy of the successful applicant's appointment letter within five (5) working days of the receipt of the employee data form in Human Resources. All appointment letters, including temporary full-time appointments, shall contain the salary band or wage rate and the position number (if applicable) of the appointment, the department/unit, and the expected end date of the appointment.
- 18.06 Upon request by the Union, the University shall provide the list of all bargaining unit applicants to that job competition.
- 18.07 Candidates not selected shall be informed by phone, email or in writing within five (5) working days of receipt of acceptance of the written employment letter.

### **Course Assignments**

- 18.08 An ESL Instructor's scheduling preferences will be considered when making course assignments, subject to operational requirements first being met. Any conflict between scheduling preferences will be resolved on a seniority basis.

### **ARTICLE 23 – BENEFITS**

23.01 The components of a contractually limited ELP Instructor's benefits program are:

- (a) sick leave as provided by Article 16;
- (b) long term disability insurance;
- (c) medical insurance providing major medical, semi-private hospital coverage, hearing and vision care;
- (d) group life insurance;

- (e) pension plan;
- (f) basic medical and hospital insurance as required by legislation;
- (g) dental plan.

23.02 The benefits of major medical, basic medical and group life insurance will be extended to ESL Instructors whose appointment is for a period of six (6) months or more on the basis of the University contributing sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total cost of group life insurance premiums and one hundred percent (100%) of the total cost of major medical and basic medical coverage premiums.

The benefits of Long Term Disability Insurance and Dental Plan Insurance will be extended to ELP Instructors whose appointment is for a period of two (2) years on the basis of the University contributing sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the cost of Long Term Disability Insurance and eighty percent (80%) for Dental Insurance.

23.03 For new employees hired on or after October 1, 2008, establish a ten-year continuous service requirement at the University to be eligible for post-retirement benefits upon drawing a pension from the University. For the purpose of this provision it is understood continuous service will include temporary full-time appointments with breaks in service between successive appointments of thirteen (13) weeks or less.

23.04 ELP Instructors who have met the eligibility criteria in 23.01 in will:

- i. During periods of temporary lay-off, continue to have access to extended health, dental and life insurance, under the normal cost sharing arrangements. Participation in the long-term disability and pension plan, as applicable, will be discontinued during a period of temporary lay-off however will be reinstated immediately upon their return to work.
- ii. During periods of indefinite lay-off, continue to have access to extended health and dental benefits for twelve (12) months and basic life insurance for four (4) months, from the indefinite lay-off date, under normal cost sharing arrangements. Participation in the long-term disability and pension plan, as applicable, will be discontinued during period of indefinite lay-off.

## **ARTICLE 25 – LAYOFF**

25.01 a) “Indefinite Lay-off” means cessation of employment because of lack of work in the English Language Program in the Open Learning and Educational Support department at the University of Guelph in the City of Guelph, for a period of one (1) term or more.

b) “Temporary Lay-off” means the unpaid periods between semesters and teaching assignments where no work is available.

#### **25.02 Notice to the Union**

In the event the University declares a need to indefinitely lay off employees within the bargaining unit, the Director, Staff Relations, or their designate will provide the Union with as much notice as reasonably possible of the proposed lay-off and no less than fifteen (15) working days prior to the proposed lay-off.

At this meeting, the University will outline for the Union the relevant enrollment, staffing and financial information utilized in making its decision. In the event of a lay-off, it is agreed that first part-time then probationary employees will be laid off from the University first, where such lay-off satisfies the need for reduction.

#### **25.03 Application of Seniority**

Where, due to enrollment levels and/or market conditions, one (1) or more employee(s) is facing an indefinite lay-off, the ESL Instructor with the least seniority within the English Language Program will be laid off first, followed by the next more senior ESL instructor, and so on, until the lay-off reduction requirements are met.

#### **25.04 Notice to Employees**

If there is no position in the English Language Program, the University will give the affected employee(s) written notice of impending lay-off with as much written notice as possible.

#### **25.05 Shared Contracts to Prevent Lay-Off**

When enrollment levels are low, and it is operationally feasible, the University and the Union may agree in writing to split teaching / contract hours between a minimum of two (2) ESL Instructors in order to minimize the effects of proposed lay-offs in the bargaining unit.

25.06 The provisions of this Article will not apply in instances where a contractually limited ESL instructor has been hired to teach a specialized course or assignment for a specific duration for which there is no expectation of continued work beyond that course or assignment. The University and the Union will meet to discuss such a specialized course or assignment prior to its filling.

### **ARTICLE 28 – EDUCATIONAL LEAVE**

#### **28.01 Professional Development Days**

a) ELP Instructors will be required to participate in two (2) professional development days per year to be scheduled at the discretion of the University on paid working days.

- b) An ELP instructor will be granted one (1) day of paid leave on an annual basis, to attend a personal professional development course or program that will increase their effectiveness as an ELP Instructor. Approval to attend such course or program shall be granted, by the Academic Coordinator/Head Teacher, provided the operational needs of the University are met. If the course or program is available outside of the ELP Instructor's normal working hours, the one (1) day of paid leave as mentioned herein will not be made available.
- c) An ELP Instructor who is required to attend a professional development day scheduled on their non-instructional day will be paid their regular rate of pay for all time spent in the course or program.

## **ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY**

### **30.01**

- a) The University 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.
  - (1) The Union will select its representatives to the Local Joint Health and Safety Committees;
  - (2) 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;
  - (3) The University recognizes and acknowledges the right of employees to be informed about hazards in the workplace, to be provided with appropriate training, and the right to refuse unsafe work consistent with the Ontario Occupational Health and Safety Act R.S.O as amended 1 June 2011;
- b) The University agrees to pay the cost for Level 1 and Level 2 certification as provided by the Worker's Health and Safety Centre (WHSC) for Union representative(s) on both the Central and Local Joint Health and Safety Committees.
- c) The Local Union shall be entitled to meet with representatives of the University to discuss health and safety concerns raised by members of the Local and not addressed in a timely manner at the safety committee level.
- d) The University and the Union will recognize the International Day of Mourning, April 28th, for workers killed or injured on the job on such date officially established each year, and in recognition, develop and publish a joint proclamation respecting the above.

- e) The University agrees to provide unpaid release time for up to Union one (1) ESL Instructor Health and Safety representative to participate in the Steelworker's Young Worker Awareness Program by speaking at local area high schools.
- f) The University agrees to lower all flags flown in the workplace to half-mast in honour and recognition of the Day of Mourning.

**ARTICLE 32 – TERM OF AGREEMENT**

32.01 This Agreement shall be for the term of May 1<sup>st</sup>, 2020 to October 31<sup>st</sup>, 2021 and shall continue in effect thereafter for annual periods one (1) year each unless either the University or the Union notifies the other in writing, not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date, that it desires to amend or terminate this Agreement.

For the University



For the Union

Kim Cherry  
Sarah Whelan  
  
Bwakadie  
Claire Stevenson  
Jim L...  


Signed this 3<sup>rd</sup> day of SEPTEMBER 2020, at Guelph, Ontario

**SCHEDULE "A"**

**2020-2021**

1. An ESL instructor will be compensated in accordance with the table below, less deductions for each course in each semester for which they are contracted. The expectation is that each ESL Instructor will teach up to a maximum of four (4) courses per semester. Contractual offers of employment are subject to sufficient enrollment, and nothing in this Agreement will constitute a guarantee of courses per semester or teaching hours per week. Any reduction of teaching hours will be reflected in a reduced course compensation.

Date	Rate per course	Increase
May 1, 2020	\$4,734.40	1.00%
May 1, 2021	\$4,781.74	1.00%

2. It is understood that for Employment Insurance (EI) purposes only, each full course work assignment shall be considered one hundred twenty-two and one-half (122.5) hours for EI reporting purposes only.

It is further understood that should an ESL Instructor not teach the complete course, and/or the work assignment is proportionate, the reported work hours shall be prorated accordingly for EI reporting purposes.

This arrangement is subject to the Employment Insurance Act and its associated regulations and will be considered null and void in the event that Service Canada directs that the practice be discontinued.

\* In accordance with the restrictions imposed by the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*, there can be no further negotiated adjustments or improvements to total compensation after April 30, 2022.

For the University

For the Union

*di's cherry*  
*Sarah Whelan*  
  
*Buakie*  
*Claire Stevenson*

Signed this 3<sup>rd</sup> day of SEPTEMBER 2020, at Guelph, Ontario

**SCHEDULE "B"**

**Pension:**

Effective as of October 1, 2019, member pension contribution increases of 0.50%, above and below YMPE. The parties agree that the terms and conditions of the Memorandum of Agreement between the University of Guelph and USW Local 4120 "Regarding Consent to the Conversion to the University Pension Plan (the "UPP"), dated January 4, 2019, will apply to ESL Instructors.

For the University



For the Union



Buakodie

Clair Stevenson.



Signed this 3<sup>rd</sup> day of SEPTEMBER 2020, at Guelph, Ontario

