

Memorandum of Settlement (this “Settlement”)

Between

The University of Guelph (the “University”)

And

The United Steel Workers – Local 4120 Unit A Postdoctoral Scholars

Together (the “Parties”)

Re: Renewal Agreement

1. The Parties’ negotiating teams have tentatively agreed to the Articles and Letters and Memorandums, attached hereto, (the “Renewal Agreement”);
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Collective Agreement.
3. Current Provisions for extended health, dental, long term disability and life insurance shall continue, except as amended by this renewal agreement.
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement.
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are in effect on date of ratification.
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties;
7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.
8. This Memorandum of Settlement is incorporated as part of the Collective Agreement.

For the University:

Andrew Boaden
Laurie Arnott
Andrew Bailey
Nadia Timperio

For the United Steel Workers:

Jeewan Gamage
Sean Logan
John Tarrt
Paul Mwangi
Arpita Sharma
Claire Stevenson

Article 1 – Definitions

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.

[possibly move to Article 25 when drafting new collective agreement]

Article 13 – Correspondence and Information

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 ~~five (5)~~ 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 ~~five (5)~~ 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.

Article 21 – Postings and Appointments

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
- ~~i.~~ ii. end date of contract;
- iii. approximate date of mid-year check-in review meeting;
- ~~ii.~~ iv. annual rate of pay;
- ~~iii.~~ v. intended days and hours of work;
- ~~iv.~~ vi. name of Faculty Supervisor;
- ~~v.~~ vii. campus location;
- viii. any teaching assignments and student or employee supervision requirements, if applicable, and

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

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.

21.5 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.

New Clause -

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

22.8 – 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 25 – Wages

New Clause - 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.

25.1 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
2023	May 1, 2023	2.5%	\$39,000
2024	May 1, 2024	3.25%	\$40,267
2025	May 1, 2025	3.5%	\$41,676

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

Note: This wage increase will be retroactive to May 1, 2026 and will be implemented within the first 60 days that follow the date of ratification. To receive this increase, Employees must be actively employed in the Bargaining Unit on the date of ratification (Effective Date). Employees who are not actively employed in the Bargaining Unit on the Effective Date will not receive an increase. Employees who are actively employed in the Bargaining Unit following the Effective Date will be paid no less than the minimum base salary set out above. Employees who are actively employed in the Bargaining Unit on the Effective Date will receive either the percentage increase or an increase to minimum base salary, whichever is higher, but not both.

25.6 Teaching

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).

Article 26 – Hours of Work

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.

Article 27 – Leaves

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.

~~A PDS on reduced hours may explore whether a contract extension is possible, and a supervisor may consider granting an extension.~~

New Clause – 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.

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:

~~2023: \$300~~
~~2024: \$400~~
~~2025: \$500w~~

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

Article 30 – Professional Development

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 for up to three (3) days in each year of their contract. 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

31.2 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

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 ~~article~~ 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.

Article 32 – Duration

32.1 This Agreement shall be effective from May 1, 2023~~6~~6 and shall remain in force and effect until April 30, 2023~~9~~9. 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.

Letter Regarding Postdoctoral Scholars

Dear Jeewan,

Thank you for raising the issue of the distinct role of Post Doctoral Scholars, distinguishing them from graduate students, from faculty, and from academic staff positions that do not have the structure and purpose of PDS appointments.

The University recognises that the role of a Post Doctoral Scholar is to carry out and publish independent research under the supervision of a faculty member. Post Doctoral Scholars are not students, although they are developing their research skills with the support of their faculty advisor. Post Doctoral Scholars may supervise students and employees in an academic setting. Although they are a limited term appointment, Post Doctoral Scholars are unique positions created for a particular academic purpose rather than being temporary staff positions intended to backfill absent staff or act as placeholders for a role.

We hope this clarifies the University's position on the unique status and importance of Post Doctoral Scholars,

Sincerely,

Andrew Bailey

Interim Assistant Vice President, Graduate and Postdoctoral Studies