

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

April 30, 2028

COLLECTIVE AGREEMENT

For the “School of Continuing Studies”

Bargaining Unit

-BETWEEN-

THE UNIVERSITY OF GUELPH

-AND-

THE UNITED STEELWORKERS ON BEHALF OF LOCAL 4120

Term of Agreement: May 1, 2025 to April 30, 2028

All provisions of the Primary Collective Agreement apply to English Language Teachers (“ELTs”) employed in the University of Guelph’s School of Continuing Studies, save and except for the following Articles and those Articles that are modified as set out below.

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ARTICLE 3 – RECOGNITION

ARTICLE 4 – MANAGEMENT FUNCTIONS

ARTICLE 8 – UNION REPRESENTATIVES AND GRIEVANCE COMMITTEE

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The following modified articles of the Collective Agreement apply to English Language Teachers (“ELTs”) employed in the University of Guelph’s School of Continuing Studies.

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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 Language Teacher (ELT)” means an employee working in the School of Continuing Studies excluding Lead Instructors.
- 1.03 Where a noun, pronoun, or adjective indicating gender or sex is used, all other genders or sexes 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 School of Continuing Studies.
- 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, Executive 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 Language Teacher in the School of Continuing Studies 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.

- 3.04 Lead Instructors as a group (not individually) shall be permitted to work up to ten percent (10%) of available teaching hours, rounded up to units of ten (10) and not including the one (1) semester of “pilot” instruction flowing directly from curriculum development.

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 ELTs.
- 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 Executive Union Leave

The University will grant leave with pay to two (2) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union. The University shall compensate the employees at their current wage rate or Band 5 Level 7 wage rate, whichever is greater, in accordance with the USW4120 Salary Grid.

In addition to the above, upon request by the Union and subject to the University's operational requirements, leave without pay will be granted to one (1) non-probationary employee, who has been elected or appointed by the Union in order that they can conduct business on behalf of the Local Union. 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 temporary full-time position is declared redundant, the employee will be notified, and may elect to invoke any applicable rights under Article 25.

Employees on Executive Union Leave will be offered the opportunity to be included in any position specific upgrading and/or training being provided to the employee (temporary full-time or seconded regular full-time) covering during the temporary absence of the employee on Executive Union Leave. 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 previous 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 placed on the redeployment list as provided for under Article 25.

8.08 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.

8.09 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).

8.10 ELTs 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 ELT shall be on probation until they have completed two (2) consecutive teaching semesters or four (4) terms within a rolling one (1) year period.
- 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 employee's 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 ELT 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 twenty-eight (28) 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 for the duration of the leave.

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.
- (e) Election to Band Council: five (5) working days.

13.08 Time Off to Vote

Employees who are enfranchised to vote shall be allowed time off for Municipal elections, Ontario Provincial elections, Federal elections, or Band Elections, without loss of pay up to a maximum of three (3) hours, as defined by Municipal, Ontario Provincial, or Federal 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 ELTs. 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 sixty-one (61) 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 sixty-one (61) 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 ELT'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 ELT 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 ELT is eligible to request a temporary reduction in workload and compensation at any time during their career.
- 2) Any eligible ELT may submit a written request for a temporary reduction in workload and compensation to the Academic Coordinator/Head Teacher or the Executive Director of the School of Continuing Studies.
- 3) An ELT 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) ELTs 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.

13.12 Support for Survivors of Domestic Violence

The University 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 University 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, providing for discretionary time off with pay, and working with the employee and Campus Community Police to design and implement an individual safety plan. The University 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 University 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.

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 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. In addition to the "additional paid holidays" outlined in c), below, the University shall provide one (1) additional day as an "additional paid holiday", annually, to all employees in the bargaining unit, in recognition of the National Day for Truth and Reconciliation.
 - (c) 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.
 - (d) It is understood that during an ELT's probationary period an employee shall be entitled to use only one (1) of the above mentioned "additional paid holidays".
 - (e) Should the Government of Ontario 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 ELTs 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. ELTs shall earn vacation pay in accordance with the following scale:

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

- 15.02 ELTs 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 ELTs will be provided with up to five (5) paid sick days per semester to be used in the event of a personal illness or injury. The University reserves the right to request a medical certificate to support the request for sick leave and/or substantiate an absence from work. ELTs will be afforded reasonable time to obtain such medical evidence.

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

ARTICLE 18 – JOB POSTINGS

Job Posting

- 18.01 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.
- 18.02 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”.
- 18.03 ELTs applying to a position governed by the Primary Collective Agreement 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.
- 18.04 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.
- 18.05 Upon request by the Union, the University shall provide the list of all bargaining unit applicants to that job competition.
- 18.06 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

- 18.07 An ELT’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 ELT's benefits program are:

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

23.02 The benefits outlined in 23.01 a), c) and d), above and group life insurance will be extended to ELTs 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 (66⅔%) of the total cost of group life insurance premiums and one hundred percent (100%) of the total cost of extended health care coverage premiums.

The benefits of Long Term Disability Insurance and Dental Plan Insurance will be extended to ELTs whose appointment is for a period of two (2) years on the basis of the University contributing sixty-six and two-thirds percent (66⅔%) 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 ELTs 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 School of Continuing Studies 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 ELT with the least seniority within the English Language Program will be laid off first, followed by the next more senior ELT, and so on, until the lay-off reduction requirements are met.

25.04 Notice to Employees

- i. 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.
- ii. If there is a reduction in course load, the University will give the affected employee(s) as much notice as reasonably 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) ELTs in order to minimize the effects of proposed lay-offs in the bargaining unit.

25.06 In the event of the complete closure of the Program, the University agrees to meet with the Union and discuss terms and conditions related to a wind down of operations, including but not limited to redeployment or the formula prescribed in Article 25.09 of the Primary Collective Agreement.

25.07 The provisions of this Article will not apply in instances where a contractually limited ELT 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) ELTs 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 ELT 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 ELT. 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 ELT's normal working hours, the one (1) day of paid leave as mentioned herein will not be made available.
- c) An ELT 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 January 2025;

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

ARTICLE 32 – TERM OF AGREEMENT

32.01 This Agreement shall be for the term of May 1, 2025 to April 30, 2028, 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.

SCHEDULE “A”

2025-2028

1. An ELT 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 ELT 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, 2025	\$5,611.62	3.75%
May 1, 2026	\$5,822.06	3.75%
May 1, 2027	\$5,955.97	2.30%

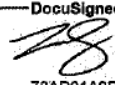
2. It is understood that for Employment Insurance (EI) purposes only, each full course work assignment shall be considered one hundred twenty-two and one-half (122.5) hours for EI reporting purposes only.

It is further understood that should an ELT 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.

Signed this 30th day of September, 2025, in Guelph, Ontario:

For the University:

DocuSigned by:

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Signed by:
Erin Dettlor
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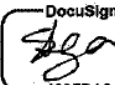
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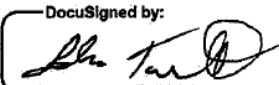
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Michael Bird
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Signed by:
Heather Graham
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Signed by:
Rachael Wiles
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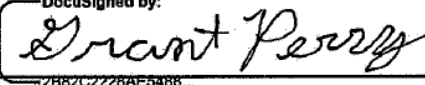
For the Union:

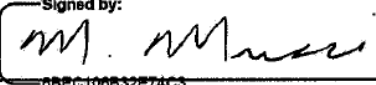
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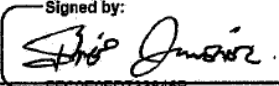
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Signed by:
Claire Stevenson
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Tracy Van Raaij
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Signed by:
Lisa Ledger
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MEMORANDUM OF AGREEMENT 1 – Absence-Related Assignments of Work

1. In the event that a member of the bargaining unit is absent from the workplace for:
 - a. A period of five (5) days or more with no immediate prognosis for a return; or
 - b. For an anticipated period of less than five (5) days and provided that at least one (1) week of advanced written notice has been provided to University.

The University agrees to assign the work as follows:

- i) Available work will first be offered to those bargaining unit members who are on an active teaching assignment and whose hours have been reduced, on a seniority basis;
 - ii) Should no member with reduced hours accept the appointment, the University will proceed to canvass those members who are on a layoff, on a seniority basis, to cover the absence.
2. The offering of the hours arising from an absence as outlined in paragraph #1 will be provided in a single email to all members of the bargaining unit whose hours have been reduced or are otherwise laid off. Members will have twenty-four (24) hours from the time the email is sent to send a reply email indicating if they wish to accept the assignment. Members who fail to respond within the twenty-four (24) hour period shall be considered to have declined the assignment.
3. If no bargaining unit member with reduced hours or on layoff accepts the assignment, the University will fill the assignment at its sole discretion.
4. The declining of an assignment under this settlement shall not be considered a failure to return to work from a layoff as per Article 12.07 of the Collective Agreement.
5. It is understood that the process as set out in this Memorandum of Agreement will apply only to absences that have occurred after the semesterly teaching assignments have been made (i.e. for those absences that occur after the first day of classes).
6. It is understood that, in some cases, a non bargaining unit member (e.g. a Lead Instructor or Head Instructor) may be assigned to cover the absence of a bargaining unit member until such time as the process defined in this settlement is complete.
7. Coverage for short term or unplanned periods of absences outside of the criteria in paragraph #1 will be assigned at the sole discretion of the University, having regard for its operational requirements and student needs. This may or may not include the assignment to bargaining unit members.
8. An absence under this Memorandum of Agreement is defined as any time away from work due to sick leave, vacation, union leave, an unpaid leave of absence, or the like.

Signed this 30th day of September, 2025, in Guelph, Ontario:

For the University:

DocuSigned by:

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Signed by:
Erin Dettlor
A8A103C48DE54BE...

Signed by:
Carolyn Creighton
8C751F858C2B486...

Signed by:
Michael Bird
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Signed by:
Rachael Wiles
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For the Union:

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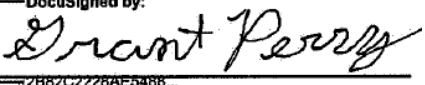
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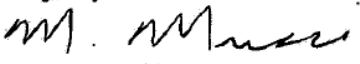
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Lisa Ledger
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MEMORANDUM OF AGREEMENT 2 – Benefits

Further to discussions during collective bargaining, this MOA confirms that levels of coverage for the employee extended health, dental, long-term disability and life insurance plans, during the 2022-2025 Collective Agreement, will remain unchanged, subject to the following updates and amendments:

- Occupational therapists shall be added to the list of eligible service providers for psychological coverage under the Extended Health Plan.
- The annual dollar allocation for psychologist's coverage under the extended health plan will increase to two thousand five hundred dollars (\$2,500) per calendar year effective the first day of the second month following the ratification of the Collective Agreement.

Signed this 30th day of September, 2025, in Guelph, Ontario:

For the University:

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Signed by:
Erin Dettlor
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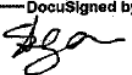
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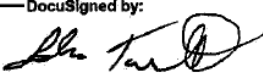
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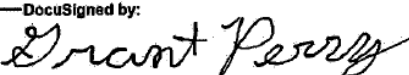
For the Union:

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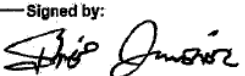
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Tracy Van Raaij
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Lisa Ledger
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