COLLECTIVE AGREEMENT

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ARTICLE 1 - PREAMBLE

ARTICLE 2 - DEFINITIONS

Academic Year shall mean the period from September 1 to August 31.

Administrative Stipend shall mean compensation paid to a Member for assigned administrative responsibilities as Chair of a Department, Director of a School or, in the case of the Library, an administrative appointment such as Manager.

AHL shall mean the Animal Health Laboratory.

Association shall mean the University of Guelph Faculty Association (UGFA).

Bargaining Unit shall mean all persons represented by the Association, as defined by the Certificate of the Ontario Labour Relations Board, dated August 18, 2006, as may be amended by the Ontario Labour Relations Board or by the Agreement of the Parties.

Board of Governors or Board shall mean the Board of Governors of the University of Guelph as established by the University of Guelph Act, 1964, as amended from time to time.

CAP Committee shall mean the Continuing Appointment and Promotion Committee for Librarians.

Chair shall mean the duly appointed Chair of a Department or Director of a School.

College shall mean an Academic College as constituted by the Senate and the Board of Governors.

College Committee shall mean, for Faculty Members, the College Tenure and Promotion Committee.

Continuing Appointment shall mean an appointment of a Librarian or Veterinarian, without term.

Contresahally Limited shall mean an appointment of a Member for a fixed term.

Day(s) or day(s) shall mean Monday through Friday, excluding statutory holidays and any other day the University snlessher dawiof speccatteriaid es.ty ar Aes.tles

Department/School shall mean an Academic Department as constituted by the Senate and the Board of Governors.

Department Committee shall mean, for Faculty Members, the Department Tenure and Promotion Committee.

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ARTICLE 3 - RECOGNITION

3.1 The University recognizes the Association as the sole

6.4 The Association may use all internal services, to be charged at the internal user rate. The Association shall

c) the creation or performance of works of art;

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

e) freedom from institutional censorship; all without deference to prescribed doctrine.

7.4 Academic Freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, Academic Freedom makes such commitment possible.

7.5 Academic Freedom does not confer legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it diminish the obligations of members to meet their duties and responsibilities to the University.

7.6 The Parties agree to uphold and protect the principles of Academic Freedom as specified herein and take necessary steps to protect Members from harassment,

7.7 The mu5 upho of Academic Freedom as per1 ais Article shall not be grounds for disciplinary proceedings.

ARTICLE 8 - CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

Conflict of Interest

8.1 In1 ais Article, relationship means any relationship of aguMember to persons of ais or her immediate family, whether related by blood, adoption, marriage, or

e) the impact the activity will have on Teaching,

teaching at another institution, provided that timing of these activities does not conflict with their assigned academic responsibilities.

activities, such as computer time, laboratory equipment and supplies, telephone calls, secretarial services, reproduction services and outside mail services.

9.10 The Faculty Member agrees not to use the name

members of the Association must be present at any meeting of the Joint Committee.

12.3 The Joint Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the Grievance and

g) within ten (10) days of posting, copies of advertisements for external searches.

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

a) when they have been approved by the Board, including all appendices, supplements and ancillary documents, the University•s annual

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

c) a copy of each Association newsletter or bulletin, at the time of issuance to Members;

d) a copy of the current Constitution and By-laws of the Association, as amended from time to time; and

e) ociatother information as may be set out elsewhere in this Agreement.

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

13.5 It is agreed that there may be additional information

14.8 Any materiaf1urr08 from OfficriafFiles must

letterhead and signature(s) block. Only the Dean,

18.2 A Faculty Member shall have Academic Responsibilities in each of the three areas as described in 18.5 to 18.9 of this Article, unless there is a written agreement between the Dean and the Faculty Member to the contrary. Any such agreement shall be consistent with the provisions of this Collective Agreement.

18.3 In fulfilling their Academic Responsibilities, Faculty Members are expected to adhere to regulations of Senate.

18.4 When a signifii,ouohanged incircumstanciesh as occurred,h theas sigtedrResponsibilities an/or DOEf mayl bealtered,hoen a hort-term bansi, ath therequest ofei theh the Faculty Memberor thi/thehChair. In casens ofdis agreement between the Faculty Membe andthi/thehChair,n the Deanor designatt walldecide, communfiitlingthi/theh t6 er to th, Faculty y Membed ia wrtli. S sucealteulationd to y Memb• as

18.6 A Faculty Member•s Responsibilit2998 Tm hoem [(18.6)-144.A

Research and Development Semester

18.28 A Faculty MemCc 0iolding a Full-time Tenured, Probationary or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year, will devote a third semester to research and sciolarly activities.

18.29 By mutual agreement, and subject to 18.30, the Faculty MemCc 0and the Dean may cioose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.

18.30 A Faculty MemCc 0may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.

18.31 In the case of a Faculty MemCc 0who plans to be absent during the Research and Development Semester, it will be the joint responsibility of the Chai 0and the Faculty MemCc 0to ensure that arrangements have been made for the conduct of all normal responsibilities, including the supervision of any student or students for whom the Faculty MemCc 0is responsible. If the arrangements cannot be made to the satisfaction of the Chai 0and Faculty MemCc , the matter will be referred to the Dean for resolution.

Ranks

19.2 Faculty Members shall be appointed at one of the following ranks:

a) Assistant Professor; or

b) Associate Professor; or

c) Professor

f) any credit for years of service for eligifo .cenefits (as an example, Study/Research Leave or Vacation);

g) Campus, Department and/or unit in which the Appointment is made, including the position to whom the candidate will report;

h) if applicable, date of final consideration for the granting of tenure;

i) if applicable, the description of any special duties or conditions that may apply; these must.ce consistent with the Agreement;

j) a copy of guidelines respecting Tenure and Promotion expectations as per this Agreement; and

k) contact information about the Association.

19.28 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

Joint Appointments

19.29 A Joint Appointment is an Appointment in two or more Departments, one of which shall ce designated as the major Department for the Appointment.

19.30 The allocation of responsibilities among the respective units shall ce set out in the Letter of Appointment.

19.31 The major Department shall ce responsible for managing the joint assessment of performance and where applicable, the Tenure and Promotion considerations, with input from the other Department.

19.32 A Joint Appointment of an existing Member may be reviewed, or a new joint appointment, established, by the Dean concerned, with the agreement of the Member.

ARTICLE 20 - APPOINTMENTS OF CHAIRS/DIRECTORS OF SCHOOLS

Chairs/Directors of Schools

20.1 For the purpose of this Article, Chair shall mean Chair of Department or Director of School. This Article does not apply to the VTH, AHL or the Library.

20.2 A Chair shall be a tenured Member. Accountable to the Dean, the Chair is responsible for the orderly, effective, efficient and collegial operation of his/her Department. The Chair has overall responsibility that Department practices and processes are formulated, promulgated and followed, and that College and University policies and procedures are followed.

20.3 The Chair, through mentoring and facilitation, supports individual members of his/her Department in the fulfillment of his/her assigned responsibilities.

20.4 The Chair, through consultation with members of the Department formulates recommendations concerning policy, or the matters of interest to the Department, and such recommendations shall be directed to the Dean.

20.5 The other responsibilities of the Chair are those assigned to the Chair in this Agreement and in the Letter of Appointment.

Terms of Appointment of a Chair

20.6 The term of Appointment of a Chair shall normally be five (5) years. At the end of five (5) years, the term may be renewed once in accordance with this Article.

20.7 A Member who is a Chair shall receive an annual stipend at the time of the appointment to the position of Chair in accordance with Article 53: Compensation. At the conclusion of his/her appointment as Chair, the Member shall no longer be eligible for the Chair•s stipend.

20.8 The DOE of a Member who is appointed as Chair

c) three (3) Members selected by the Department; and d) the Dean, who will act as

20.29 A written request for Transition Leave will be made to the Dean and will include:

a) a statement of goals;

b) an activity plan;

c) an indication of when and where the Leave is expected to be taken;

21.4 Faculty have the right to know explicitly the criteria which are used for Tenure, Promotion, and Review purposes as well as reasons for the decisions. The process must be fair and equitable.

which external assessment will be sought for the conferring of Tenure and Promotion to Associate Professor and the granting of Promotion to Professor within the College. However, the following principles will apply:

a) normally, External Assessors will be persons who have an •arm•s length• relationship to the Member and who are not members of this University;

b) the normal number of external assessments to be obtained will be three (3);

c) the Department Chair and the Member will agree as to which individuals are acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;

d) the Dean will be responsible for communicating with assessors as per c). The information sent to the Assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member•s College;

e) all assessments will be in writing;

f) the following information will be provided to the External Assessors;

    1) applicable Guidelines/Criteria for Tenure and Promotion;

    2) the Faculty Member•s Curriculum Vitae;

    3) a copy of the Member•s DOE;

    4) a selection of reprints of the Faculty Member•s published work, chosen by the Faculty Member; and

    5) any other evidence of Scholarship as determined by the Faculty Member.

c) one full-time Tenured Faculty Member from within the College who is also serving on the

recommendation will be sent to the Chair of the College Tenure and Promotion Committee.

21.38 The Department Committee may, in the course of its

21.46 No Member may serve more than three (3) consecutive two-year terms. A Member may be eligible for re-election to the University Tenure and Promotion Appeals Committee after an absence of one term.

21.47 A Member who is currently serving on a Department or College Tenure and Promotion Committee is ineligible to serve on the University Appeals Committee.

21.48 The complete file shall include all of the same information considered by the College Committee.

21.49 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor and terminate the appointment. The Member may choose to be accompanied by a representative of the Association.

21.50 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.

21.51 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.

21.52 The Provost may, where he/she considers it appropriate, extend the Faculty Member•s probationary period to permit reconsideration of the case by the Department ty Mi4robationab The Provoseurobatio

ARTICLE 22 p STUDY/RESEARCH LEAVE FOR FACULTY

22.1 Study/Research Leave with salary is an essential means of enabling Faculty Members to maintain and

Decision Procedures

22.11 The Department Committee will consider all written applications for Study/Research Leave as soon as is practicable following their receipt.

22.12 The Department Committee will assess applications on the basis of their merit and their consonance with the statement of goals of the Study/Research Leave. A Faculty Member•s record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave will be components in the assessment of the application.

22.13 The Department Committee, through the Chair, will make its recommendations to the Dean within twenty (20) days of receipt of the application.

22.14 The Dean will inform the Faculty Member and the Department Chair in writing of his/her decision to approve or deny the Leave within twenty (20) days of receipt of the Departmental recommendation. Reasons for denial, or for the need to delay the commencement of such a Leave, where this situation applies, will also be given in the Dean•s letter.

22.15 Under exceptional conditions determined by Department needs and priorities, and with the approval of the Dean, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return that would have occurred had the Leave not been delayed.

22.16 Under exceptional circumstances and with the approval of the Dean, the start date of a Faculty Member•s approved Study/Research Leave may be delayed, by the Member, for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.

22.17 A Faculty Member whose application for Study/Research Leave has not received approval

ARTICLE 23 - OVERLOAD TEACHING

23.1 When the University determines a need for more courses or sections than can be mounted by available Faculty Members within the limits of normal teaching commitments, the Chair will initially provide an opportunity to qualified Probationary and Tenured Faculty Members to teach such offerings on an overload basis. Such arrangements shall be subject to the approval of the Dean.

23.2 A Faculty Member who, subject to approval, in writing, by the Dean, teaches more than his/her normal workload, shall be paid an overload stipend.

23.3 Compensation for Overload Teaching shall be consistent with the rates as per Article 53: Compensation.

24.2 All existing entitlements, including, but not limited to rank, salary, benefits, leaves and seniority shall be transferred with the Faculty Member(s).

Program Redundancy

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