

**Memorandum of Settlement**

**between**

**The University of Guelph**

**and**

**The University of Guelph Faculty Association**

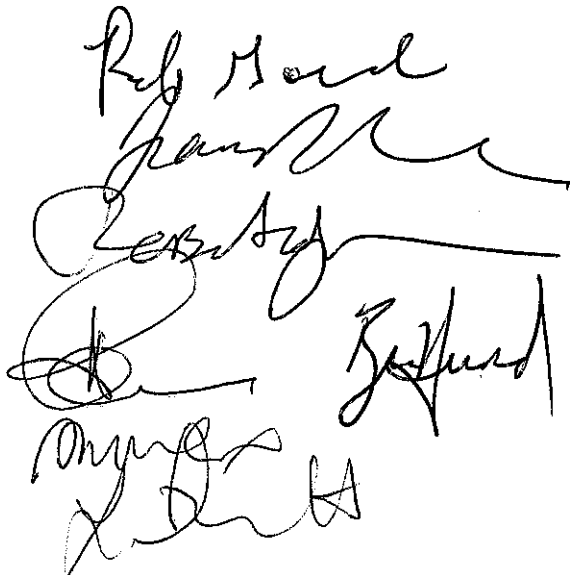
Together (the

"Parties") Re: Renewal

Agreement

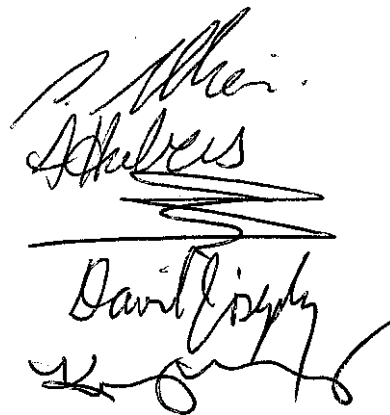
1. The Parties' negotiating teams have tentatively agreed to the Articles and Letters and Memorandums, attached hereto, (the "Renewal Agreement");
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Collective Agreement;
3. Current Provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan 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 deemed retroactive to July 1, 2014;
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.

On behalf of the  
University of Guelph



Handwritten signatures of representatives from the University of Guelph, including names like Rob Hard, Jan, and others.

On behalf of the  
University of Guelph Faculty Association



Handwritten signatures of representatives from the University of Guelph Faculty Association, including names like P. McInnes and David Joseph.

2 E-Learning shall be understood to mean only University of Guelph courses with a suffix "DE".

6.8 Work in any year by Members on the Association's Executive Committee, Council or other committees or sub-committees, shall be recognized as Service. The UGFA President, or designate, will provide written confirmation of the Member's specific participation in the work of the Union (i.e., the names of the committee(s)) to the Chair/Director by August 15<sup>th</sup> of each year.

### **Copies**

10.1 The terms of this agreement shall be in effect from July 1, 2014 to June 30, 2017.

10.2 The University and the Association will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the University and the Association agree should be distributed.

10.3 Subsequent to ratification, the University and the Association shall cooperate in preparing four (4) original signed copies of the Agreement. The process shall not delay the implementation or signing of the Agreement.

10.4 Within sixty (60) days of the preparation of the four (4) original signed copies of the Agreement by the Parties, the University shall make the Collective Agreement available on the Provost's Website. The electronic version of the Agreement shall be fully searchable and have a Table of Contents which is appropriately linked. Management shall provide the Association with a web-ready electronic version of the Collective Agreement. Management shall ensure there are sufficient hard copies of the Agreement available to provide a copy to those Members with accessibility issues ~~provide the Association with one copy of the Agreement for each Member as no cost to the member or the Association. Any member hired subsequent to initial distribution shall receive a copy of the Agreement at no cost to the Member or the Association.~~

10.5 The University shall provide the Association with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Association.

~~10.6 Within eighty (80) days of the preparation of the four original signed copies of the Agreement by the Parties, the University shall make the Agreement accessible in electronic form on the web.~~

10.6 The letter of appointment of a Member hired subsequent to the signing of this Agreement, shall provide the address to access the electronic version of the Collective Agreement.

## 17 **WORKING CONDITIONS**

### **Privacy and Data Protection**

17.7 The Parties agree that Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper or in an electronic form. The University of Guelph shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established, supported or used by the University are secured against loss and unauthorized use, access, destruction or modification.

### **Software and System Changes**

17.8 Where the University proposes or intends to implement the use of a software or a significant change to the systems environment that has the potential to significantly affect the terms and conditions of employment of a number of Members, it shall first hold meaningful consultations with the Association through Joint Committee prior to adoption.

## **18 FACULTY MEMBERS RIGHTS AND RESPONSIBILITIES**

- 18.1 The duties of Members shall be an appropriate combination of Teaching, Scholarship and Service.
- 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 significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Faculty Member or his/her Chair. In cases of disagreement between the Faculty Member and his/her Chair, the Dean or designate will decide, communicating his/her decision to the Faculty Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 18.5 A Faculty Member's responsibilities in the area of Teaching include some or all of the following:
- a) making available to students knowledge of the current state of the discipline;
  - b) participation in the design of the courses and programs of the University;
  - c) performance of assigned teaching responsibilities;
  - d) assessment of the academic work of students;
  - e) being available to students for consultations and academic advising;
  - f) being available as a supervisor and/or academic advisor to students who are engaged in research and in the preparation and defense of theses or project reports; and
  - g) if applicable, supervision of teaching assistants.

- 18.6 A Faculty Member's Responsibilities in the Area of Scholarship include some or all of the following:
- a) the creation of new knowledge, understandings, or concepts;
  - b) creative application of existing knowledge;
  - c) the organization and synthesis of existing knowledge;
  - d) creative expression.
- 18.7 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.
- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research, creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Department, College and Senate committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
  - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of their service responsibilities, and shall be treated in the same way as similar duties performed within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

**Distribution of Effort (DOE)**

- 18.11 A DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member's Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship and Service.
- 18.12 The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. DOE may only be modified through negotiation and agreement of the Dean and the Member.

- 18.13 Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.

**Amendments to DOE**

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.
- 18.15 A discussion regarding a change to a Faculty Member's percentage effort in Teaching, Scholarship and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Each Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements which alter a Faculty Member's agreed upon DOE must be by mutual agreement, and shall be in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by a Letter of Understanding within this Collective Agreement.

**Workload:**

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.19.1 The Chair/Director shall circulate a memo to all Members in his/her Academic Unit which seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.

- 18.19.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee, Chair's Council), the Chair makes a recommendation to the Dean on teaching assignments noting, where applicable, issues which the Dean needs to resolve.
- 18.19.3 Each Department shall have a promulgated process for assigning teaching assistants (TA) that is fair, equitable and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.
- 18.19.4 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall ~~confirm~~ finalize the Member's assigned teaching, including ~~Distance Education~~ E-Learning courses, in writing at least ~~twelve (12) months~~ eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrollment and teaching assistants support; and the current DOE of each Member. Any change in a Member's assigned teaching, made less than ~~twelve (12) months~~ eight (8) months in advance of the commencement of assigned teaching, shall take place only when a significant change in circumstances has occurred, and in consultation with the Member. Appeals regarding TA support shall be submitted to the Dean.
- 18.21 The University recognizes that the development of an ~~Distance Education~~ E-Learning course is ~~inherently~~ may be more complex than a classroom based course. No Member shall be assigned the development of an ~~Distance Education~~ E-Learning course without his/her consent. When development of an ~~distance education~~ E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided, in advance, and the credit given shall be, at least, equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of an ~~Distance Education~~ E-Learning course, the Dean shall take into consideration this complexity and the potentially greater level of preparation required for an ~~Distance Education~~ E-Learning course when assigning the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the ~~Distance Education~~ E-Learning course to a classroom based course will be provided in advance by the Dean. Teaching of a ~~Distance Education~~ E-Learning course shall be considered equivalent to teaching of a classroom based course of the same credit weighting.
- 18.21.2 The Dean will ensure that the appropriate technical support and training are provided.
- 18.21.3 The weighting of an ~~Distance Education~~ E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as a classroom based course.

- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.
- 18.23 Assigned Service shall take into account a Faculty Member's total service commitments (Department, College, University and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.
- 18.24 When the University requests, and the Member consents, to perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for equitable assignment of teaching assistants.

#### **Procedures for Assigning Workload**

- 18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.
- 18.27 Assigned classes for a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day, and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule which requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances e.g. six week courses, may be made with the agreement of the Member
- 18.xx Where a Member is assigned clinical service in the OVC HSC, he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable and transparent.
- 18.xx A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.xx The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature, until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably.

#### **Research and Development Semester**

- 18.28 A Faculty Member holding 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 normally devote a third semester to research and scholarly activities, except as modified in 18.28.1, 18.28.2 or 18.29, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.28.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. Such request shall be subject to the approval of the Dean. ~~In such cases,~~

~~where approved by the Dean, the third semester for the purpose of this Article shall be deemed to have been devoted to research and scholarly activities.~~

18.28.2 A Faculty Member with agreed upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.

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

18.30 With the exception of 18.28.1, 18.28.2 and 18.29 a Faculty Member may 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 Member who plans to be absent during the Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to 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 Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.

18.32 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development Semester.

18.33 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

## 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, ~~shall supports individual~~ shall support each Members of his/her Department in the fulfillment of ~~his/her~~ the Member's 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 those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. Copies of the Letter of Appointment for Chairs, Acting Chairs, and Interim Chairs shall be provided to the Association. A Letter of Appointment is not required for a Deputy Chair.

#### **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 shall, after discussion with the Dean, be adjusted to reflect the percentage allocation to Service.

#### **Terms of Appointment of Deputy and Acting Chairs**

20.9 In the event a Chair is going to be absent from campus for a period of less than one (1) month, the Chair may recommend, and the Dean, at his/her discretion, may appoint, a Deputy Acting Chair. A Deputy Chair is not eligible to receive the administrative stipend. A Member shall not be appointed Deputy Chair without his/her consent.

20.10 In the event a Chair is going to be absent from campus for a period of one (1) month or longer, the Dean will appoint an Acting Chair who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per Article 53: Compensation.

20.10.1 The term of an Acting Chair shall normally not exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Acting Chair without her/his consent.

#### **Terms of Appointment of Interim Chairs**

20.11 Each Department shall normally have a Chair. In the event that the position of Chair becomes vacant due to illness, or an extended search process continues beyond the end of the Chair's term of appointment, the Dean may appoint an Interim Chair. The term of an Interim Chair shall not normally exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Interim Chair without her/his consent. An Interim Chair will be provided an administrative stipend for the period of the appointment, on a pro-rata basis as per Article 53: Compensation.

20.12 The appointment of an Interim Chair is not meant to replace the initiation of a search process. In the event that the position of Chair becomes vacant, a search committee will be struck as per Article 20.16 as soon as is practicable.

#### **Renewal of a Chair for a Second Five ( 5) Year Term**

20.113 An incumbent Chair may indicate, in writing, to the Dean, an interest in being considered for renewal for a second term as Chair at least six (6) months prior to the anticipated end of his/her term as Chair.

20.1214 The Dean will seek input from Department members and facilitate input from members of the University community with respect to the renewal consideration. The Dean shall then decide whether to recommend the reappointment of the Member to the position of Chair.

20.1315 The Dean will make his/her recommendation to the Provost. If the Provost decides the incumbent Chair will not be renewed, a Search Committee will be struck.

#### **Search Committee for the position of Chair**

20.1416 At the time of a search for a Chair, the Dean, in consultation with the Provost, shall convene a Search Committee.

20.1517 The composition of the Search Committee shall be:

- a) two (2) Members designated by the Dean from outside the Department, one (1) of whom must be a Department Chair;
- b) two (2) non-Members affiliated with the Department, designated by the Dean;
- c) three (3) Members elected by the Department. At least two (2) of the three elected Members must hold tenure; and
- d) the Dean, who will act as chair.

20.1618 The Dean, in consultation with the Search Committee, may recommend to the Provost that an internal search be conducted.

20.1719 If conducting an external search, the University shall advertise the position in the CAUT Bulletin or associated website, University Affairs, and other publications as determined by the University.

#### **Assessment Procedures**

20.1820 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a ~~recommended~~ short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.

20.1921 The evaluation and ranking of the candidates by the Search Committee will be confidential.

20.2022 The Dean will seek input from Department members and will facilitate input from members of the University community.

20.2123 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Dean and Provost have the option of continuing the search.

#### **Transition Leave**

20.2224 Upon completion of five (5) years or more in the position of Chair, the Member is eligible for two semesters of Transition Leave. However, the Chair is entitled to request Transition Leave with salary for up to one (1) of these semesters during a term of Appointment. If a Leave of

more than one (1) semester is required during a term of Appointment, the incumbent will be expected to resign from his/her administrative appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.

20.2325 Transition Leave is intended to provide a Chair with sufficient time to re-establish or enhance his/her research and/or teaching skills to prepare him/her for return to the professoriate. So long as recognized scholarly objectives are being sought, both study and research activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.

20.2426 Transition Leave will be paid leave.

20.2527 The two semesters of Transition Leave shall be continuous unless combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities. Transition Leave shall normally commence on either September 1 or January 1, immediately following the completion of the term of Chair, except by mutual agreement of the Member and the Dean.

20.2628 A period of Transition Leave can be combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities, during which time no teaching is assigned, as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Member and the University.

20.2729 Credited service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

**Transition Leave for Deputy, Acting, and Interim Chairs:**

20.2830 ~~An appointment to Chair of less than five (5) years or a part-time appointment as Chair will accrue entitlement to Chair, or to Deputy Chair, Acting Chair, or Interim Chair shall accrue Transition Leave on a pro-rata basis. as follows:~~

20.30.1 A Chair of less than five (5) years, or a part-time Chair, shall accrue credit toward Transition Leave on a pro-rata basis.

20.30.2 Deputy Chairs (per 20.9) are not eligible to accrue credit toward Transition Leave.

20.30.3 Acting Chairs (per 20.10) shall accrue credit toward Transition Leave on a pro-rata basis.

20.30.4 Interim Chairs (per 20.10) shall accrue credit toward Transition Leave on a pro-rata basis.

20.2931 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;
- d) where applicable, the results of the previous Leave; and

- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

20.3032 Normally, requests are submitted to the Dean at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

## 21 TENURE, PROMOTION AND REVIEW OF FACULTY MEMBERS

- 21.1 This Article applies to Tenure, Promotion and Review decisions of Faculty Members who hold Tenured or Probationary Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 The University of Guelph Act, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accord with the provisions of this Article.
- 21.3 The Dean will meet with each Member, within the Faculty Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify the Member, on an annual basis, that both he/she and the Chair are available for Mentoring. In addition, the Dean shall meet prior to the end of April with each Probationary Faculty Member to discuss the Member's progress towards and the possibility of application for tenure and promotion.
- 21.5 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 transparent, fair and equitable.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member, and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity, and significant scholarly achievement demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established and outstanding Scholarship. It is granted in recognition of academic competence, maturity and normally an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of Tenure and therefore granting of Promotion for Contractually Limited Members does not confer Tenure.

- 21.9 Consideration for the conferring of Tenure and Promotion to Associate Professor or Promotion to Professor will be given to the individual Member's lifetime contribution in the areas as defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship and Service.
- 21.11 The DOE accorded to Teaching, Scholarship and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion and Performance Review.

#### **Probationary Period**

- 21.14 The maximum duration of a Probationary Appointment is six (6) consecutive years of full-time employment, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Probationary Appointment.
- 21.15 The maximum length of the Probationary period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

#### **Guidelines and Documentation Templates for Assessment Purposes**

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion, or for Review of Members, is to be decided upon by the Members of the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period being reviewed. The criteria for Review, Tenure and Promotion, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Members of the Department, and also by the College Committee and the Provost.
- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria which will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

#### **Member Templates**

### 21.18.1 Progress Template

A template for the purpose of Tenure and Promotion considerations (i.e., progress toward the granting of Tenure and Promotion to Associate Professor, and applications for Tenure and Promotion) in which each Faculty Member in that College will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, and Service and publication reprints.

### 21.18.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Faculty Member in that College will document his/her relevant scholarly contributions, activities and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, and Service and publication reprints.

### **Department Committee Templates**

#### **21.18.3 Performance Assessment –Biennial Year**

A Department Committee Performance Assessment Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance. Such Report shall also include the performance rater for each individual area of effort and will also include the overall rater.

#### **21.18.4 Performance Assessment – Non-Biennial Year:**

Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "good". A Department Committee Performance Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance.

#### **21.18.5 Probationary Faculty – Progress Feedback**

A Department Committee Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's progress toward the granting of Tenure and Promotion to the rank of Associate Professor.

#### **21.18.6 Tenure and Promotion to Associate Professor – Application or Final Year Consideration**

A Department Committee Tenure and Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's Application or final year consideration for the granting of Tenure and Promotion to Associate Professor.

#### **21.18.7 Promotion to Professor – Application**

A Department Committee Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's application for the granting of Promotion to Professor.

21.18.xx The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.xx.1.

21.18.xx.1 Members have the right to update their submission by August 31<sup>st</sup> with information that could not reasonably have been provided by the original submission deadline.

Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved Department Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Faculty Member shall have the option of appeal to the Dean. The Dean shall provide a written response, with reasons, within ten (10) days.

21.19 The Department Committee Performance Assessment Report (per 21.18.3 and 21.18.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

21.20 All Department Committee Progress Reports (as per 21.18.5) and Department Committee Tenure and Promotion Reports (as per 21.18.6) will be retained in the Official File of the Member until such time that Tenure and Promotion has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

21.21 The Department Committee Promotion Report (as per 21.18.7) will be retained in the Assessment File of the Member until the current Tenure and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

#### **External Assessors**

21.22 Written opinions of the Member's research and other scholarly activities by experts in the Member's field are required to support a recommendation for the granting of Tenure and Promotion to Associate Professor and for Promotion to Professor. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Deans, and through consultation with the College Tenure and Promotion Committee, will devise the process by 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 made available (see also Art. 21.25.1 and 21.59.1) ~~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.

**Department Tenure and Promotion Committee**

21.23 The role of the Department Tenure and Promotion Committee shall be the following:

- a) assess the Faculty Member’s performance and complete a Department Committee Performance Assessment Report to be considered as input to the College Tenure and Promotion Committee;
- b) assess the Faculty Member’s progress toward the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Progress Report to be considered as input to the College Tenure and Promotion Committee as part of the feedback to the Faculty Member;
- c) assess the Faculty Member’s application (or final year consideration) for the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Tenure and Promotion Report to be considered as input to the College Tenure and Promotion Committee as part of the Tenure and Promotion decision;
- d) assess the Faculty Member’s application for Promotion to Professor and complete a Department Committee Promotion Report to be considered by the College Tenure and Promotion Committee as part of the promotion decision;



- e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

21.24 The composition of each Department Tenure and Promotion Committee shall be:

- a) The Chair of the Department, who will act as chair of the committee and who will be provided a second vote to break a tie;
- b) Four tenured Faculty Members in the Department, elected for a two year term by the Faculty Members in the Department;
- c) One full-time Tenured Faculty Member from within the College. The College Member shall be elected for a two-year term by the Faculty Members in the College, and will be a non-voting member.

#### **Election of Department Members of the Department Tenure and Promotion Committee**

21.x1 Every tenured Faculty Member in the Department is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The Department Member of the College Committee,
- d) The College Member,
- e) Those who have served two consecutive terms over the past four years,
- f) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.xx Nominations must be signed by a proposer and a seconder from within the Department, and by the nominee, and be submitted to the Chair's office on or before the end of a two-week nomination period.

21.xx The election will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year.

21.xx All Faculty Members in the Department holding tenured, probationary or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.x2 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.xx Each Department Member of the Department Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take

an absence of one term before being eligible for reelection as a Department Member of the Department Tenure and Promotion Committee.

- 21.xx If through illness, or for any other reason, it appears that the Department Member of the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.x1-21.x2 will be held to find a replacement Member to fill the remainder of the term.
- 21.25 With the exception of Article 21.40 and 21.41, it is the Faculty Member's responsibility to confirm his/her eCV ~~provide to his/her Chair his/her completed file~~ by August 15th to be considered by the Tenure and Promotion Committees.
- 21.25.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 21.26 The Chair shall ensure the Faculty Member is informed in writing when information, which is relevant to the current Tenure, Promotion and Review, is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.
- 21.27 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, teaching/course evaluations, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.
- 21.28 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

#### **College Tenure and Promotion Committee**

- 21.29 The role of the College Tenure and Promotion Committee shall be to:
- a) receive for approval the Guidelines for Tenure and Promotion;
  - b) assess the Faculty Member's performance and/or progress toward the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor at the College level;
  - c) consider the Departmental assessment and recommendation;
  - d) ensure the Departmental assessment is consistent with the Guidelines and standards of performance established by the Department;
  - e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor;

- f) consider the Dean's written assessment of service as chair, for Chairs. Such assessment shall be provided to the Chair at least ten (10) days prior to the college meeting so as to allow the opportunity for the Chair to append a written response, should he/she so wish;
- g) submit positive recommendations for the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;
- h) submit all recommendations to the Provost; and
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions in 21.43.

21.30 The composition of each College Tenure and Promotion Committee shall be:

- a) the Dean of the College, who will act as chair of the Committee and who will vote a second time to break a tie;
- b) a tenured Faculty Member from each Department, elected for a two year term by the Faculty Members of the Department, and who is not also a member of the Department Tenure and Promotion Committee; and
- c) one full-time Tenured Faculty Member from within the College who is also serving on the Department Tenure and Promotion Committee.

**Election of Department Members of the College Tenure and Promotion Committee**

21.x4 Every tenured Faculty Member in the College is eligible to be nominated to serve as a Department Member on the College Tenure and Promotion Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The College Member,
- d) Those who have served two consecutive terms over the past four years,
- e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.xx Nominations must be signed by a proposer and a seconder from within the Department, and by the nominee, and be submitted to the Chair's office on or before the end of a two-week nomination period.

21.xx The election will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed Associate Professor shall serve.

21.xx All Faculty Members in the Department holding tenured, probationary or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.x5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.xx Each Department Member of the College Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as the Department Member of the College Tenure and Promotion Committee.

21.xx If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.x4-21.x5 will be held to find a replacement Member to fill the remainder of the term.

#### **Election of the College Member**

21.x6 Every tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who are already members of the College Tenure and Promotion Committee,
- c) Those who will be unavailable for the meetings of the Committees,
- d) Those who have served two consecutive terms over the past four years,
- e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.xx Nominations must be signed by a proposer and a seconder from within the College, and by the nominee, and be submitted to the Dean's office on or before the end of a two-week nomination period.

21.xx The election will be conducted by the Dean or his/her designate, who will also serve as the enumerator and who will inform the College of the results.

21.xx All Faculty Members in the College holding tenured, probationary or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.x7 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.

21.xx The College Member will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as the College Member.

21.xx If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up'

Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.x6-21.x7 will be held to find a replacement Member to fill the remainder of the term.

21.31 The Chair of the Department Committee will be responsible to ensure the transfer to the College Committee of the complete file Assessment File considered at by the Department Committee ~~to the College Committee~~. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.

21.32 The ~~complete file~~ Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

#### **Committee Mode of Operations**

21.33 The Faculty Member's performance will be evaluated solely on the basis of:

- a) the material contained in the Assessment ~~File~~, and therefore accessible to the Faculty Member prior to the meeting of the Department Committee; ~~and~~
- b) ~~the judgment of the members of the Committee(s) bearing on matters of which they have direct knowledge.~~

21.34 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A member may withdraw prior to consideration and decision on a particular case. However, no member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

21.35 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

#### **~~Performance Review Tenure and Promotion Consideration for Probationary Faculty and Promotion Consideration for Contractually Limited Faculty~~**

#### **Review of Progress Towards Tenure and Promotion to Associate Professor**

21.36 Each year, Probationary Faculty Members at any rank, ~~and multi-year Contractually Limited Faculty Members~~ will submit a completed Progress Template to the Chair according to the timelines indicated in this Article. The ~~performance progress towards tenure and promotion to Associate~~ of all Probationary Faculty Members ~~and multi-year Contractually Limited Faculty Members~~ will be considered by the Department and College Tenure and Promotion Committees; feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.

21.37 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Probationary Faculty Member to review his/her Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review his/her Assessment File.

### **Granting of Tenure**

21.38 Failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.25.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.

21.38.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.25.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost will result in the termination of the Faculty Member's Probationary Appointment.

21.39 In the final probationary review, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur and the decision will be either to ~~either~~ grant Tenure and confer Promotion to Associate Professor or to not grant Tenure and terminate the Faculty Member's appointment.

21.40 Further to Article 21.36, a Faculty Member may apply for the early granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of appointment. Such application, including the name and full contact information of six (6) external assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15<sup>th</sup>. The information indicated in Article 21.22 (f) (2,3,4 and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

### **Promotion to Professor**

21.41 Consideration for Promotion to the rank of Professor will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4 and 5) shall be provided by the Member to the Dean by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

### **Promotion for Contractually Limited Faculty**

21.41.1 Consideration for Promotion to the rank of Associate Professor or Professor will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4 and 5) shall be provided by the Member to the Dean by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

## **Deliberations Process and Communication of Decision**

- 21.42 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor and conferring of Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.
- 21.43 Within fifteen (15) days following completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:
- a) for Probationary Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
  - b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.
- 21.44 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:
- a) that Tenure be granted and Promotion to Associate Professor be conferred;
  - b) that the Probationary Appointment be continued;
- or
- c) that Tenure not be granted and the Appointment be terminated.
- In the final year of candidacy for Tenure and Promotion to Associate Professor, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 21.47, and to contact the Association.
- 21.45 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.
- 21.46 ~~The granting of Tenure will be effective immediately following approval by the President. Promotion will be made the subject of formal notice to the Faculty Member concerned by the Dean immediately following approval by the President. The new rank will become effective the following July 1. Following consultation with the Provost, the President will make an expeditious decision either to grant tenure immediately or to deny tenure, and will communicate his/her decision to the Faculty Member immediately. The new rank will become effective the following July 1<sup>st</sup>. In the case of a denial of tenure, reasons will be provided.~~

## **Appeals**

- 21.47 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member may appeal a negative recommendation of the College Tenure and Promotion Committee to the chair of the University Tenure and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 21.48 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Report(s) (as per article 21.18) from the Department Committee. Letters from external assessors will be provided upon request; however, they shall be provided by the Dean without attribution and with any personally-identifying information removed.

### **University Tenure and Promotion Appeals Committee**

- 21.49 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as committee chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.
- 21.50 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.x8 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:
- a) Those who are already members of the Department Tenure and Promotion Committee,
  - b) Those who are already members of the College Tenure and Promotion Committee,
  - c) The College Member,
  - d) Any Chair,
  - e) Those who have served two consecutive terms over the past four years.
- 21.xx Nominations must be signed by a proposer and a seconder from within the College, and by the nominee, and be submitted to the Dean's office on or before the end of a two-week nomination period.
- 21.xx The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or his/her designate will be enumerators and will inform the College of the results.
- 21.xx All Faculty Members in the College holding tenured, probationary or full-time contractually-limited appointments of more than 12 months shall be eligible to vote for the Representative and Alternate from the College.



21.x9 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.

21.xx The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.

21.xx If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.x8-21.x9 will be held to find a replacement Member to fill the remainder of the term.

~~21.51 A Member who is currently serving on a Department or College Tenure and Promotion Committee is ineligible to serve on the University Appeals Committee.~~

21.52 The complete Assessment File shall include all of the same information considered by the College Committee.

21.53 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.

21.54 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.

21.55 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.

21.56 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 and College committees.

#### **Decision of the President**

21.57 Following the hearing of all appeals, the University Tenure and Promotion Appeals Committee shall forward its recommendations to the President. The President shall inform the Faculty Member and the Department Committee Chair in writing of the decision of the University.

#### **Performance Review**

~~21.58 In addition to the annual assessment of performance of all Probationary Faculty Members, the performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis. All other Tenured Faculty Members will be considered biennially by the Department and College Tenure and Promotion Committees for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.~~

- 21.xx The biennial performance review of probationary or tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either “Unsatisfactory”, “Improvement Required/Developmental”, “Good”, “Very Good”, or “Outstanding” in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 21.59 Each Faculty Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 21.59.1) to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.59.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Performance Assessment Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member’s contributions which are not able to be appropriately captured in the eCV.
- 21.60 Failure to ~~submit the completed and confirmed the eCV~~ Performance Assessment Template (as per 21.59.1) ~~to the Chair~~ by August 15th, without prior approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment.
- 21.61 Notwithstanding the scheduling provisions outlined in 21.58, the following assessments will occur on an annual basis:
- (i) Subsequent to any overall biennial performance assessment of a probationary or tenured Faculty Member that is less than “Good”, that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
  - (ii) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.XX above).
- 21.62 The Department Committee will assess each Faculty Member’s performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Assessment Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.
- 21.63 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member’s performance. The letter to the Member will include explicit

mention of the Member's right to appeal the assessment, as per Article 21.64, and to contact the Association.

### **Appeals of Performance Review**

- 21.64 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member who has received a performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.
- 21.65 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.
- 21.66 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.
- 21.67 The Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 21.68 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.
- 21.69 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting when the Faculty Member's appeal was heard.

### **Grievance**

- 21.71 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

## **24 TRANSFERS, REDEPLOYMENT OR BUYOUT OF FACULTY AND LIBRARIAN MEMBERS DUE TO RESTUCTURING OR ACADEMIC PROGRAM REORGANIZATION**

No changes other than the minor edit referenced below:

- 24.3 In response to substantive changes in curriculum, strategic direction and/or structure of the department/school which are not addressed through Article 24.4, the Provost, in consultation with the Association, shall decide whether to make the provisions of Article 24.13~~2~~ available to the affected Members.

## **25 RIGHTS AND RESPONSIBILITIES OF LIBRARIANS**

### **General**

- 25.1 The Librarian Members' work and qualifications are academic in nature and as such, they are partners with the Faculty in the realization of the University's academic goals and mission. A Librarian holds an academic appointment within the University that encompasses the academic and professional responsibilities of Librarians as defined in this Article.

#### **Academic and Professional Responsibilities of Librarians**

- 25.2 Librarian Members shall hold the following minimum academic qualifications:
- a) an undergraduate degree from a university recognized by the University of Guelph, and;
  - b) a postgraduate degree from a school of library and information studies or equivalent body accredited by the American Library Association.
- 25.3 For the purposes of this Article, "Manager" shall mean the person to whom the Member directly reports.
- 25.4 The duties and responsibilities of a Librarian Member shall be an appropriate combination of:
- a) Professional Practice of Academic Librarianship;
  - b) Scholarship: research, study, professional development, scholarly and creative activities; and,
  - c) Service: University service and academic or professional service.
- 25.5 A Librarian Member shall have Academic and Professional Responsibilities in each of the three areas as described in Articles 25.9 through 25.13, unless there is a written agreement to the contrary as per Article 25.19.
- 25.6 Librarian Members shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements as per Article

#### **Reduced Workload and Approved Leaves**

- 25.7 Each Librarian Member shall have a written position description that outlines the Professional Practice responsibilities of his/her position.
- 25.8 Each Librarian Member shall be entitled to, and expected to, engage in, and have time available for, Scholarship and Service in accordance with the ~~Scholarship and Service Proposal~~ provisions in Article 25.18. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of his/her scholarly activities accessible to the scholarly and general public through publication, conference presentations, lectures, public performances, and other appropriate means.

#### **Professional Practice of Academic Librarianship**

- 25.9 The Professional Practice of Academic Librarianship will include one or more of the following activities:
- a) development, management and evaluation of information resource collections;

- b) provision of subject-specialized and general reference services;
- c) appraisal, acquisition, bibliographic control, storage, preservation and conservation of information resources and collections;
- d) management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments;
- e) development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support including programming, collaboration, instruction and teaching;
- g) faculty outreach and liaison, including participation in research and support for scholarly communication;
- h) evaluation, measurement and analysis of user needs and library services and resources;
- i) research services, extension, and other activities related to programs under contract to the University; and
- j) any other function performed by professional librarians.

**Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities**

25.10 A Librarian Member's responsibilities in the area of Scholarship, research, study, professional development, scholarly and creative activities, hereinafter referred to as "Scholarship", include:

- a) the creation of new knowledge, understandings or concepts;
- b) the creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- e) creative expression; and
- f) professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or, professional exchange or other educational programs.

25.11 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

**Service: University Service and Academic or Professional Service**

25.12 Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Library, Senate and University committees.

Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent, except where such service commitment is outlined within the member's position description.

- 25.13 Librarian Members have the right to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University. When a Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Manager to ensure his/her scheduled responsibilities are fulfilled.

#### **Distribution of Effort (DOE)**

- 25.14 A Librarian Member's DOE defines relative effort with respect to activities undertaken in fulfillment of his/her academic and professional responsibilities in the areas of Professional Practice, Scholarship, and Service, as defined in this Article. The DOE and written position description shall be the basis for the assignment of duties.
- 25.15 A DOE for each Librarian Member shall be defined in his/her Letter of Appointment and may be modified as mutually negotiated by subsequent arrangements made under the provisions of this Article and documented in the Member's Official File.
- 25.16 Unless otherwise agreed to in writing by the Chief Librarian and the Member as per this article, the default DOE for the academic and professional responsibilities of Librarians shall be seventy (70%) for Professional Practice and thirty percent (30%) for a combination of Scholarship and Service (where Scholarship must be a minimum of 10%). Any such agreement shall be consistent with the provisions of this Agreement.

#### **Workload and the Assignment of Responsibilities**

- 25.17 The Chief Librarian, or designate, in consultation with the Librarian Member's Manager, will ensure that the assigned responsibilities of Professional Practice and University Service for Members are distributed as fairly and equitably as is reasonably possible. The exact distribution of these responsibilities may vary among areas within the Library and among individuals, in recognition of the needs of the Library and University, the type of appointment, and when possible, to reflect the interests and area(s) of expertise of the Member.
- 25.18 It is agreed and understood that Members shall be allowed time during normal working hours for Scholarship provided that the timing of such activities can be accommodated within the obligations of the Unit and do not unduly affect the performance of assigned duties.

#### 25.18

- 25.18.1 The University recognizes the importance of each Librarian Member's contributions in the areas of Scholarship and Service. In order to fulfill ~~these substantial and obligations ongoing commitments~~, based on the DOE, the Member shall develop a Scholarship and Service Proposal in consultation with his/her Manager for submission to the Chief Librarian, or designate, that identifies his/her ~~goals activities~~ in these areas of academic responsibility and the time allocation proposed to achieve them. The Chief Librarian, or designate, shall approve the request for dedicated time for the pursuit of Scholarship and Service, based on the operational

needs of the Library. Time provided under the Scholarship and Service Proposal shall not affect entitlement to any other Leave provisions available to a Member under this Agreement.

- 25.19 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Librarian Member or his/her Manager. In cases of disagreement between the Member and his/her Manager, the Chief Librarian, or designate, will decide, communicating his/her decision to the Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 25.20 In conformity with the current workload and hours-of-work standards within a Librarian Member's unit, it is recognized that Librarian Members have a fixed number of scheduled work hours. Scheduling of Members shall be made with due regard to a Members' DOE and the provisions of this Agreement.

## 27 ADMINISTRATIVE APPOINTMENTS OF LIBRARIAN MEMBERS

- 27.1 Administrative Appointments of Librarian Members are made at one of three levels: Administrative Librarian I, Administrative Librarian II, and Administrative Librarian III.
- 27.1.1 The Chief Librarian determines the appropriate level for the Librarian Administrative Appointment based on the position description and a balance of factors relating to impact and responsibility of the position, including:
- a) Staff: a measure of the Managers who report to this position, direct staff-reports and total number of staff who report through this position;
  - b) Financial Accountability: a measure of the scope of fiscal responsibility and accountability of the position;
  - c) Complexity and Scope: an overall assessment of the level of difficulty of the role and the skill requirement for the position. This may be reflected in such characteristics as: the diversity of responsibilities; requirement for specialized knowledge; accountability (across Library units, within the University, or with external partners or agencies); the degree of change experienced or anticipated; or legal accountability;
  - d) Overall Accountability and Authority: the degree to which the incumbent has influence on, and responsibility for, the Library as a whole including authority regarding the role of the Library within the University and with outside agencies.
- 27.1.2 Any significant changes to the assigned responsibilities of the Administrative Appointment (e.g. number of staff reporting, scope of financial responsibilities) shall result in a re-evaluation of the position level by the Chief Librarian. The Chief Librarian will communicate his/her decision as to the outcome of the re-evaluation to the incumbent, in writing, providing the reasons for the decision.
- 27.2 Librarian Members with Administrative Appointments shall hold either a Probationary or Continuing Appointment in the Library.

- 27.3 Librarian Members with Administrative Appointments are responsible for the effective and efficient operation of his/her unit(s) or service/program and for ensuring that Library practices and processes are formulated, promulgated and followed, and that University policies and procedures are followed.
- 27.4 Administrative Appointments may have supervisory responsibilities for other individual Librarian Members and/or non-academic employees. The Librarian holding an Administrative Appointment, through mentoring and facilitation, shall support individual each members of his/her service/program in the fulfillment of their Member's assigned responsibilities.
- 27.5 The Librarian Member with an Administrative Appointment, through consultation with the members of his/her unit(s) or service/program, formulates operational and strategic planning recommendations, recommendations concerning policy on the matters of interest to his/her unit(s) or service/program; and such recommendations shall be directed to the Chief Librarian, or designate.
- 27.6 The other responsibilities of a Librarian holding an Administrative Appointment are those outlined in this Agreement, the position description and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. This letter shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment for Administrative positions as well as Acting and Interim Administrative Appointments, along with the Position Description shall be provided to the Association. A Letter of Appointment is not required for a Deputy Administrative appointment.

#### **Terms of Employment of a Librarian Administrative Appointment**

- 27.7 The term of office of an Administrative Appointment of a Librarian Member shall normally be five (5) years. At the end of five (5) years, the term of office may be renewed once in accordance with this Article.
- 27.8 A Librarian Member who holds an Administrative Appointment shall receive an annual stipend from the time of appointment as per Article 53: Compensation. At the conclusion of his/her Administrative Appointment the Librarian Member shall no longer be eligible for the administrative stipend.
- 27.9 The DOE of a Librarian Member who is appointed to an administrative position may, after discussion with the Chief Librarian, or designate, be adjusted to reflect the Librarian Member's change in responsibilities.

#### **Terms of Appointment of Deputy and Acting Administrative Appointments**

- 27.10 In the event that a Librarian Member who holds an Administrative Appointment is going to be absent for a period of less than one (1) month, the Chief Librarian may appoint a Member as a Deputy Administrative Appointee. A Deputy appointee is not eligible to receive the administrative stipend. In the event that a Librarian Member who holds an Administrative Appointee is going to be absent for a period of one (1) month or longer, the Chief Librarian will appoint an individual on an acting basis, who will be provided an administrative stipend for the period of his/her acting appointment on a pro-rata basis as per Article 53: Compensation.



27.10.1 The term of an Acting Administrative Appointment shall normally not exceed a period of one (1) year from the date of appointment. A Member shall not be appointed in an Acting Administrative Appointment without her/his consent.

#### **Terms of Appointment of Interim Administrative Appointments**

27.11 Each unit shall normally have a Librarian Member who holds an Administrative Appointment. In the event that the position of Administrative Appointment becomes vacant due to illness, or an extended search process continues beyond the end of the Administrative Appointment's term of appointment, the Chief Librarian may appoint a Librarian Member to an Interim Administrative Appointment. The term of an Interim Administrative Appointment shall not normally exceed a period of one (1) year from the date of appointment. A Member shall not be appointed to an Administrative Appointment without her/his consent.

27.12 An Interim Administrative Appointment is not meant to replace the initiation of a search process. In the event that the position of a Librarian holding Administrative Appointment becomes vacant, a search committee will be struck as per Article 27.16 as soon as is practicable.

#### **Renewal of Librarian Administrative Appointment for a Second Five (5) Year Term**

~~27.19~~13 An incumbent Librarian Member who holds an Administrative Appointment may indicate, in writing, to the Chief Librarian, an interest in being considered for renewal for a second term at least six (6) months prior to the anticipated end of his/her term.

~~27.20~~14 The Chief Librarian, or designate, will seek input from members of the Library and facilitate input from the University community with respect to the renewal consideration. The Chief Librarian, or designate, shall then decide whether to recommend the reappointment of the Member to the Administrative Appointment.

~~27.21~~15 The Chief Librarian will make his/her recommendation to the Provost. If the Provost decides that the incumbent will not be renewed, a Search Committee will be struck.

#### **Search Committee for Librarian Administrative Appointments**

~~27.11~~16 At the time of a search for an Administrative Appointment, the Chief Librarian in consultation with the Provost, shall convene a Search Committee.

~~27.12~~17 The composition of the Search Committee shall be:

- a) Three (3) elected Librarian Members, where possible one Librarian from within the unit/service area and one from without;
- b) Two (2) non-Members, one of whom shall be a non-professional staff member from the unit/service area;
- c) Chair: The Associate Chief Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

~~27.13~~18 The Associate Chief Librarian, in consultation with the Search Committee may recommend to the Chief Librarian and Provost that an internal search be conducted.

27.1419 If conducting an external search, the University shall advertise the position in publications and websites as determined to be appropriate by the University.

### **Assessment Procedures**

27.1520 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The Chief Librarian and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.

27.1621 The evaluation and ranking of the candidates by the Search Committee will be confidential.

27.1722 The Chief Librarian, or designate, shall seek input from members of the Library and facilitate input by members of the University community.

27.1823 After interviewing the candidates, the Chief Librarian, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Chief Librarian and the Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Chief Librarian and Provost have the option of continuing the search. ~~Renewal for a Second Five (5) Year Term~~

### **Transition Leave**

27.2224 Upon completion of five (5) years or more in an Administrative Appointment, the Librarian Member is eligible for up to eight (8) months of Transition Leave. However, the administrative Librarian Member is entitled to request Transition Leave with salary for up to four (4) months during a term of Appointment. If a Leave of more than four (4) months is required during a term of appointment, the incumbent will be expected to resign from his/her Administrative Appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.

27.2325 Transition Leave is intended to provide Administrative Librarian Members sufficient time to re-establish or enhance their Scholarship and/or Professional Practice of Academic Librarianship. So long as recognized scholarly or professional objectives are being sought, both study and Research/Scholarship activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.

27.2426 Transition Leave will be leave with salary.

27.2527 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the Chief Librarian.

27.2628 A period of Transition Leave can be combined with a Study/Research Leave for Librarian Members in accordance with Article 29: Study/Research Leave and Development Leave for Librarians as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Librarian Member and the University.

27.29 Credited Service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

**Transition Leave for Deputy, Acting, and Interim Administrative Appointments:**

27.30 An Administrative Appointment of less than five (5) years, or a Deputy Administrative Appointment, or an Acting Administrative Appointment, or an Interim Administrative Appointment shall accrue Transition Leave as follows:

27.30.1 An Administrative Appointment of less than five (5) years, or a part-time Administrative Appointment, shall accrue credit toward Transition Leave on a pro-rata basis.

27.30.2 Deputy Administrative Appointments (per 27.10) are not eligible to accrue credit toward Transition Leave.

27.30.3 Acting Administrative Appointments (per 27.10) shall accrue credit toward Transition Leave on a pro-rata basis.

27.30.4 Interim Administrative Appointments (per 27.11) shall accrue credit toward Transition Leave on a pro-rata basis.

**Transition Leave Application Process**

27.2731 An Administrative Appointment of less than five years (5) or A a part-time Administrative Appointment, will accrue entitlement to Transition Leave on a pro rata basis.

27.2832 A written request for Transition Leave will be made to the Chief Librarian 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;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

27.2931 Normally, requests are submitted to the Chief Librarian at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

**28 CONTINUING APPOINTMENT, PROMOTION AND REVIEW OF LIBRARIAN MEMBERS**

The Parties agree to implement changes to Article 28 only to the extent that such changes bring Article 28 fully in-line with Article 21 (i.e. Tenure, Promotion and Review of Faculty Members)

30 **RESPONSIBILITIES OF VETERINARIANS**

30.5 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Assignment of responsibilities shall be made with due regard to a Member's position description, and within each veterinary service shall be fair and equitable. Changes to the composition of ~~these activities~~ responsibilities shall be determined by the Director after discussion with the Member.

30.5.1 Veterinarian Members in the OVC HSC, shall be notified in writing of the number of weeks assigned, by the Director or designate, to clinical service, and any on-call provisions (where applicable).

31 **WORKLOAD AND HOURS OF WORK FOR VETERINARIANS**

31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member.

31.4.1 The University will consult with a Member prior to making significant changes to his/her work schedule. The University shall implement such changes fairly and equitably. Consultation will occur at least thirty (30) days in advance of any change, except in case of emergency. Changes made under emergency circumstances shall be deemed to be temporary in nature, and shall remain in effect only until such time as the University has met its obligations to consult with the Member.

31.4.2 It is agreed and understood that Members shall be allowed time during normal working hours for professional development provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties.

39 **INVESTIGATION OF ALLEGATIONS ~~AND~~ DISCIPLINE**

**Preamble**

39.1 A Member may be disciplined only for just cause and only in accord with the provisions of this Article.

39.2 Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.

39.3 The investigation, in and of itself, is not considered to be a disciplinary matter constitute discipline and is not grounds for grievance, although the Association may grieve if it believes that the basis for, or conduct of, the investigation, violates the Collective Agreement.

39.xx All investigations will be conducted as expeditiously as possible.

## Investigation

- 39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary ~~action proceedings~~ against a Member. Subject to 39.9, within ten (10) days, or as soon as practicable after an allegation has been made, the University shall inform the Member of the nature of the allegation that has been made and his/her right to seek assistance from the Association. If a complaint in writing has been received by the University, the Member and the Association will, at this time, be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.
- 39.5 Where the University will be investigating any allegation about a Member which, if proven, would warrant disciplinary ~~proceedings-action~~ against the Member, subject to Article 39.9.1 below, the Member will be notified by the Dean, Chief Librarian or in the case of Veterinarians, Director, as ~~promptly soon~~ as is practicable of the reasons for, and the nature of, ~~an investigative action being undertaken~~ the planned investigation.
- 39.6 During an investigation the University may remove a Member with pay, if the circumstances warrant it.
- 39.xx Any breach of the investigative process does not result in the discipline being void. Any breach is, rather, a factor to be considered by an arbitrator in fashioning a remedy.
- 39.7 Notwithstanding 39.24, if a Member poses a real and present danger to the safety of any member of the University community or to University property, the University may decide to remove the Member from the workplace during ~~this time~~ the investigation and the Member will continue to receive full salary and benefits.
- 39.8 A Member shall have the right to receive assistance and representation from the Association.
- 39.9 Subject to Article 39.9.1 below and as soon as is practicable, but no later than ten (10) days after commencing an investigation, the University shall advise the Member and the Association in writing:
- a) ~~of the nature, substance, and scope of the investigation; including advising the Member of his/her right to receive assistance from the Association, and inviting the Member to respond to the allegation(s) by meeting or submission of materials, or both.~~
  - b) of the Member's right to seek assistance from the Association;
  - c) that the Member is invited to respond to the allegation(s) by meeting or submitting materials, or both;
  - d) that the Member is invited to submit a list of persons, along with a written explanation as to the reasons for each person listed, whom the Member believes should be interviewed as part of the investigation.
- 39.9.xx The University will provide a list of the persons identified as per 39.9 (d) whom it has not contacted, if any, and provide a written explanation.

39.9.1 The University may withhold information, decide not to notify the Member, or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to the University property or that the investigation may otherwise be jeopardized.

~~39.9.2 If the decision is made to withhold information under the terms of Article 39.9.1 above, In such case, the University shall notify the President of the Association, or designate, immediately.~~

39.10 Members and the University shall maintain the confidentiality of the investigative process, ~~and its findings until the imposition of discipline, if any, and its outcome.~~ Information will be disclosed only to those with a demonstrable need to know. Those in receipt of information pertaining to the investigative process are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that such confidentiality may put a person at risk of significant harm or if the University is legally required to disclose. In such case, the University shall notify the President of the Association, or designate, immediately and the grounds of its decision not to maintain confidentiality and the grounds for the decision.

39.10.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.10 above.

#### **Tentative Results of the Investigation**

39.11 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.

39.12 ~~Notification under Article 39.11 above~~ Pursuant to Article 39.11, the University shall either:

a) ~~advise the Member that discipline will not be imposed or shall invite the Member to attend a meeting, before and that the investigation is closed and before any discipline is imposed, to allow a Member to make submissions concerning the tentative results of the investigation or any proposed discipline.; or,~~

b) inform the Member that the University believes that discipline is warranted. In this case, the University shall invite the Member to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the Member to respond.

39.13 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten (10) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed under the terms of this Article.

~~39.14 Once the investigation is concluded, the University will determine either than discipline will not be imposed, in which case the Member shall be so advised, or that the disciplinary process should continue.~~

#### **Disciplinary Measures**

39.15 Disciplinary measures ~~taken by the University against a Member are~~ that the University might take against a Member are limited to:

a) written warning or reprimand;

b) suspension with pay;

- c) suspension without pay; or
  - d) dismissal for cause.
- 39.16 A written warning or reprimand shall ~~contain a clear statement of the reasons for taking the action and shall~~ be clearly identified as a disciplinary measure and shall contain a clear statement of the reasons for the discipline.
- 39.17 A suspension with pay is the act of the University's relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.
- 39.18 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.
- 39.18.1 Non-renewal of a Contractually Limited Appointment does not, in and of itself, constitute dismissal ~~and provides no right to another appointment.~~ Not granting of a Continuing Appointment or Tenure to a Member does not constitute dismissal.
- 39.18.2 Grounds for dismissal of a Member shall be:
- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
  - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
  - c) abandonment of duties.

#### **Disciplinary Process Distinct from Academic Assessments**

- 39.19 The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in Tenure/Continuing Appointment and Promotion and Annual Performance Assessment; however, the facts that resulted in, or may result in, the imposition of discipline may be considered, if relevant to an academic assessment.

#### **Disciplinary Process**

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.
- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.

39.24 A Member who is suspended ~~or dismissed~~ shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.

39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

#### **Sunset Provision**

39.26 Any record of discipline shall be removed from a Member's Official File twenty-four (24) months after the date on which the discipline was imposed, unless the Member has been given further warnings or reprimands and the Association does not successfully grieve the matter.

#### **Restrictions on Discipline**

39.27 Notwithstanding 39.4, if a University rule, regulation or policy has been violated by a Member, the University rule, regulation or policy must have been promulgated by the appropriate authority and not be in violation of this Agreement in order for a Member to be disciplined specifically for the violation of such a rule, regulation, or policy.

39.28 No investigation under this Article shall be initiated by the University more than forty-five (45) days after it knew, or ought reasonably to have known, about the facts that could be the basis for discipline.

39.29 If disciplinary procedures are in progress while a Member is being considered for renewal, Continuing Appointment, Tenure, Promotion, or Study/Research Leave, upon request of the Member or University, the consideration may be deferred until the disciplinary process has been concluded. In cases of renewal, Tenure or Continuing Appointment the Member's appointment shall be extended by the length of the deferral to allow for completion of the renewal or Tenure process.

39.30 Only the President or his/her designate may suspend or dismiss a Member.

### **53 COMPENSATION**

53.1 Compensation rates for Study/Research Leave for Faculty, Study/Research Leave and Development Leaves for Librarians and Consultative Leave for Veterinarians shall be at 100% salary.

#### **Salary General**

53.2 The University shall not offer and a Member shall not receive any compensation except as provided for in this Agreement. No Member's salary shall be reduced as a result of the application of this Agreement.

53.3 Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:



- a) Cost of Living Increase;
- ~~b) Competitive adjustment;~~
- e) b) Promotion increase, if any, applied to base salary;
- ~~d) c) Annual Career Increment;~~
- e) d) Performance Increase, if any, applied to salary.

53.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate. All offers shall be sent to Candidates in a standard Appointment letter as per Article 19: Faculty Appointments, Article 26: Librarian Appointments, Article 32: Appointments for Veterinarians. Candidates will be provided the contact information for the Association prior to signing of an agreement. With the exception of Article 3.4.1(below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 The parties recognize that the appropriate prorating of a salary in accordance with an approved reduction in workload may result in a salary below the floors set out in Articles 53.5 and 53.6.

53.5 The Salary Floor for Faculty and Veterinarian Members shall be:

2% yearly increases to all Salary Floors

53.6 The Salary Floor for Librarian Members shall be:

2% yearly increases to all Salary Floors

53.7 Cost of Living Increase

Prior to the application of any salary increase (including Annual Career Increments and any applicable Performance Increase), the base salary of each Member will be increased effective the dates set out below:

July 1, 2014: 0%

July 1, 2015: 2.0%

July 1, 2016: 2.0%

53.8 Competitive Adjustment

~~In addition to Cost of Living Increase, the University in recognition of its lagging competitive position shall apply the following Competitive Adjustment to the base salary of each Member effective the dates set out below:~~

~~July 1, 2011: \$750~~

~~July 1, 2012: \$625~~

~~July 1, 2013: \$500~~

53.9 Faculty, Librarian and Veterinarian Members' base salaries as at June 30, 2014 shall be used as the starting point for the application of the salary increases set out above.

**Annual Career Increment**

53.10 Subject to Article 53.11 below, the base salary of each Member shall be increased as follows:

July 1, 2014: \$1275;  
July 1, 2015: \$2550;  
July 1, 2016: \$2550.

53.10.1 Subject to 53.11 below, on July 1, 2014 each Member shall receive a one-time lump sum payment of \$1275.

53.10.2 Subject to 53.11 below, on June 30, 2017, prior to expiration of this Agreement, the University shall adjust the base salary of each Member who was continuously employed from July 1, 2014, by \$1275.

53.11.1 If in the off year assessment by the Tenure and Promotion Committees, the recommendation arising is that the Member has made satisfactory progress regarding the areas of concern identified by the College Committee in the biennial performance assessment, and the Provost accepts the recommendation, the Member shall receive his/her ACI for that year. Should the Provost not accept the recommendation, written reasons shall be provided.

### **Performance Increments**

53.12 A performance based recognition fund will be established and shall be ~~allocated to base salaries~~ awarded as one-time lump sums on ~~July 1, 2011, July 1, 2012, and July 1, 2013~~ July 1, 2014, July 1, 2015 and July 1, 2016 on the basis of performance evaluations for each Faculty, Librarian and Veterinarian Member as follows:

- a) The performance increment pool shall be established by multiplying ~~\$700~~ \$800 by the total number of all Members on July 1, ~~2011~~ 2014; by multiplying ~~\$750~~ \$800 by the total number of all Members on July 1, ~~2012~~ 2015 and 2016; and by multiplying ~~\$800~~ by the total number of all ~~Members on July 1, 2013.~~

The parties have agreed in principle and, following ratification, will AMEND 53.12 (b) and 53.13 to reflect that payment of the performance increment pool is to Members whose performance rating is Very Good or Outstanding, with Very Good being assigned a rating of 1.0 and Outstanding being assigned a rating of 2.0.

- ~~b) All Members who are rated as Good or better in accordance with Articles 21, 28 or 33, shall receive a salary adjustment of \$450 in each year.~~

53.12.1 Effective July 1, 2014, a Veterinarian Member who was actively employed on September 1, 2010 and who has remained continuously employed as of the date of ratification, shall receive as soon as possible following the date of ratification, a one-time lump sum payment (i.e. not to base salary) as of \$2,000.

53.17 Faculty, Librarian and Veterinarian Members promoted to the next higher rank shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$2,100 (effective July 1, 2014); or \$2,200 (effective July 1, 2015); or \$2,300 (effective July 1, 2016) and the difference between the Member's current salary and the new salary floor for the rank into which he/she is being promoted ~~and one Annual Career Increment~~. Promotion Increases shall be awarded in addition to the Member's normal Cost of Living Increase, Annual Career Increment and Performance Increment awards.

### **Research Chairs**

53.18 A Research Chair is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public, private or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).

53.18.1 Any process to award an internally funded Research Chair shall be fair and transparent.

53.19 Chair holders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. Research Chair appointment letters shall be copied to the Association.

### **Administrative Appointments**

53.23 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. For all Faculty Members who are Department Chairs or Director of a School as of July 1, 2011, or subsequently become Department Chairs or Director of a School during the term of this Agreement, the amount of the Stipend shall be a minimum of ~~\$10,000~~ \$12,000 for his/her first term as Chair, and a minimum of \$14,000 for his/her second terms as Chair. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair/Director.

53.24 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment during the term of this Agreement, the amount of the stipend shall be a minimum of:

Level I: ~~\$5,500~~

Level II: ~~\$7,500~~

Level III: ~~\$10,500~~

Level I: \$5,500 with a minimum of \$7,500 for his/her second term

Level II: \$7,500 with a minimum of \$9,500 for his/her second term

Level III: \$10,500 with a minimum of \$12,500 for his/her second term

### **Benefits**

53.29.1 Tuition Waiver – Tuition assistance will be available to all full and part-time tenured/continuing appointment and probationary Members. A maximum of two course credits offered by the University of Guelph will be eligible per semester, with a maximum of 4.0 courses per calendar year. In addition, currently employed Members will be eligible for tuition rebates of 90% of the tuition fees for off campus courses up to a maximum of \$1,200 per year.

53.29.2 Under this plan, the taking of credit or non-credit courses at the University or the taking of off campus courses, must complement Member's present or possible future responsibilities to the University or career path. The tuition waiver assistance will require approval of the Dean (for Faculty Members and Veterinarians in the OVC HSC and OAC), the Chief Librarian (for Librarians), and the AVPR (for Veterinarians in the AHL).

**Professional Development Reimbursement (PDR)**

53.34 Each eligible Member may claim reimbursement of eligible expenses up to a value of :

- ~~July 1, 2011: \$1700~~
- ~~July 1, 2012: \$1750~~
- ~~July 1, 2013: \$1800~~
- July 1, 2014: \$1850
- July 1, 2015: \$1900
- July 1, 2016: \$1950

53.44 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but, no more than 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:

- a) Unused PDR up to a maximum of ~~a current two~~ three year’s full PDR may be carried forward to the next year so that a maximum of ~~two~~ three year’s PDR be available at any one time. At the start of any fiscal year(May 1), any unused PDR exceeding the two year maximum (~~\$3300 effective May 1, 2011 and \$3500 effective May 1, 2013~~) will be allocated to the Library's acquisition budget.
- b) Each eligible Member may submit up to two claims, for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual university-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual faculty members/librarians may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.
- c) Single purchase expenses (i.e., one time out-of pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of ~~two years~~ three years for reimbursement. (Departments will maintain appropriate carry forward records/receipts.)
- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of N x \$PDR (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three year period.

**Pension**

53.46 Schedule of Rate Changes

The Parties agree that the maximum contribution rates of Members shall be adjusted as follows:

Date	Below YMPE	Above YMPE
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July 1, 2014**	7.3%	9.0%
July 1, 2015	7.3%	9.0%
July 1, 2016	7.8%	<u>9.5 %</u>

\*\*Current Rates

56.46.1 ~~The Parties agree that in the eventuality the Professional Plan reaches a 100% solvency funded position as determined by the Plan's actuary, or the Province exempts the University from solvency funding requirements, the Parties commit to meet to review, discuss, and agree, at that time to a sharing of normal costs. As well, at that time the University's share of total normal costs shall be no less than 55.5% of total normal costs (i.e., the University's share is 125% of employee contributions), unless mutually agreed otherwise by the Parties. If there is no agreement on the sharing of normal costs occurs, then the matter shall be submitted for mediation.~~

NEW 53.46.1 The rates listed above are established as maximum Member contribution rates under this Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the Member rates. Precise determination of any adjustments to Member contribution rates will be made on the advice of the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE and any applicable legislative requirements. Member Rates will be approved by the Board of Governors Pension Committee through normal processes to change the Professional Plan's text necessary to reflect the new Member Rates.

NEW 53.46.2 Subject to the terms of the Letter of Understanding X (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the valuation report filed on July 2014 show an increase in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the the Joint Working Committee on Pensions (constituted under LOU X) to review the applicable valuation results including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirements in respect of the UGFA members, including a summary of the underlying UGFA membership data used to prepare the valuation results and all other relevant data reasonably required to make such determination.

NEW 53.46.3 Pending such certification of results by the Actuary, and the approval by the Board Pension Committee AS DESCRIBED UNDER 53.46.1, Member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, Member contributions will be subject to a maximum increase of up to 0.5%, to be implemented effective July 1, 2016.

**RENEW, LETTER OF UNDERSTANDING #1 re: CUPE Local 3913, Unit 2**

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties recognize that, as per the provisions of the Collective Agreement with CUPE Local 3913 (Unit #2), CUPE 3913 is the bargaining agent for all persons employed under contract as "Sessional Lecturers" to teach in University degree credit courses. Notwithstanding the previous recognition, the University affirms that it will not create new academic appointments at the rank of "Lecturer".

**DELETE, LETTER OF UNDERSTANDING #2 Teaching Workload Norms**

**AMEND AND RENEW, LETTER OF UNDERSTANDING #3 Course/Teaching Evaluation**

Each Member has the option of choosing to be evaluated, during the student evaluation process, by use of either an electronic or paper (in class) evaluation instrument. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the evaluation will be completed electronically or in class. Where agreement cannot be reached on one method of delivery, the Chair/Director will decide. The Provost will establish the protocol by which student evaluations are conducted.

The results of teaching evaluations, including both detailed comments and numerical ratings, shall not be released publicly by the University, without prior written agreement of the Member. Each year in September, the Provost shall circulate a Memorandum to Members informing them as to their options to be evaluated in paper or electronically and to participate or not in the release of the results as per the terms of this Article. No Member shall be compelled to consent to the release of teaching evaluations.

**DELETE, LETTER OF UNDERSTANDING #4 Method of Nomination and Election to Promotion and Tenure Committees** as the language is now inserted in Articles 21, 23, 28 and 33.

**RENEW, LETTER OF UNDERSTANDING #5 Sick Leave**

The Parties agree that this Letter shall form part of the Collective Agreement.

It is understood between the Parties that this Letter applies to a Member who holds a Probationary, Tenured or Continuing Appointment. When such Member has completed and submitted an application for Long Term Disability, with the assistance of Occupational Health and Wellness, and has not received a decision from the insurance carrier, and whose absence due to illness continues beyond ninety (90) calendar days of Sick Leave, the University may in its sole discretion continue Sick Leave to such Member until such time that the insurance carrier decision has been received.

**DELETE, LETTER OF UNDERSTANDING #6 Voluntary Retirement of Members** as LOU is now expired.

### **RENEW, LETTER OF UNDERSTANDING #7 Teaching – Professional and Managerial Staff**

The Parties agree that this Letter shall form part of the Collective Agreement.

1. The Parties acknowledge that, in each Academic Year, and on a limited basis, some Professional/Managerial Staff Members have teaching as part of their responsibilities.
2. The University affirms that it will not substantially increase the number of Professional/Managerial staff Members who are teaching degree credit courses

Annually, on or about November 1, the University will provide to the Association a list of Professional/Managerial Staff Members who are assigned teaching, including the courses and sections, broken down by semester.

### **RENEW, LETTER OF UNDERSTANDING #8 Human rights and Health & Safety**

The Parties agree that this Letter shall form part of the Collective Agreement.

Where the Association alleges that either of these policies, as they may be changed from time to time, conflicts with, is inconsistent with, or interferes with the Collective Agreement, the Association may file a Policy Grievance.

It is further agreed and understood that before any changes are made to either of these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Any consultation process which may have taken place prior to the ratification of this Collective Agreement does not constitute or substitute for these discussions.

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the Occupational Health and Safety Act, such complaint investigations shall be conducted by the Office of Faculty and Academic Staff Relations (FASR) when a non-Human Rights based complaint, or by the Human Rights and Equity Office (HREO) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or HREO, shall be consistent with the formal procedure as outlined in the 2009 University of Guelph Human Rights Policies and Procedures.

### **RENEW, LETTER OF UNDERSTANDING #9 Performance review of Veterinarian members by director Outside of the Process indicated in Article 33**

The Parties agree that this Letter shall form part of the Collective Agreement.

Activity updates conducted by the Director will focus on the effectiveness of the Member at meeting University established criteria and the general competence with which the duties and responsibilities of the position are carried out. The Director will meet individually with each Veterinarian Member to

discuss his/her performance assessment. The Director will provide to the Member, in writing, within fifteen (15) days of the meeting with the Member an activity update report. The Member shall be provided with an opportunity to respond verbally and in writing. A copy of the Activity Update report from the Director and the response from the Member shall be placed into the Member's Official File (i.e. not the Members Assessment File).

**DELETE, LETTER OF UNDERSTANDING #10 Assignment of Teaching** as the language is now inserted in Article 18.19.

**DELETE, LETTER OF UNDERSTANDING #11 Vacation Carry Over** as the LOU has expired.

**AMEND AND RENEW, LETTER OF UNDERSTANDING #12 Benefits**

The Parties agree that this Letter shall form part of the Collective Agreement.

~~To maintain~~ The current yearly dollar amount allocation for psychologists will be (i.e. a total of \$300 per calendar year); however, permit the coverage to will also includes counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists or clinical counselors licensed and registered by the Provincial governing body in the Canadian province in which the services are provided.

**DELETE, LETTER OF UNDERSTANDING #13 Work Schedule for Veterinarians**

**DELETE, LETTER OF UNDERSTANDING #14 Jointly Sponsored Pension Plans**

**DELETE, LETTER OF UNDERSTANDING #15 Non-Pension Post Retirement Benefits**

**NEW, LETTER OF UNDERSTANDING Essential Services**

Further to Article 56 (NO STRIKE OR LOCKOUT), the parties agree that the following essential services will be maintained by members of UGFA in the event of a legal strike or lockout.

1) Medical Care of Animals

UGFA agrees that its members will provide services of the Veterinary Teaching Hospital on a basis analogous to that used for the Hospital Holiday Schedule. However, delivery of Ruminant/Swine Field Services is required as part of our contractual obligations to external clients and will be provided on a continuous basis as required.



2) Diagnostic Services provided through the Animal Health Lab

UGFA agrees that full services will be provided by UGFA members in order to deal with the caseload in process at the designated date of a legal strike or lockout. Thereafter, the following designated UGFA members will provide essential services to respond to emergencies.

Guelph: Two (2) mammalian pathologists; One (1) avian pathologist; One (1) clinical pathologist; One (1) Bacteriologist; One (1) Virologist

Kemptville: One (1) Pathologist

3) Clinical counseling services provided through the Couple and Family Therapy unit in the College of Social and Applied Human Sciences under the Agreement with the Ministry of Community and Social Services. These services are provided to “at risk” individuals, largely women and children.

The University has identified that four clinical faculty members are essential to provide for the delivery of these services:

All those designated to provide these essential services will be compensated on the basis of their salary and benefits in effect at the time of the designation.

**NEW, LETTER OF UNDERSTANDING re: Article 18 and changes to DOE**

The Parties agree that this Letter shall form part of the Collective Agreement.

Management may ~~only~~ require a change to a Member’s DOE without the Member’s consent ~~but only~~ when all of the following conditions have been met:

- a) the change must be reasonable; and
- b) the newly assigned DOE is an appropriate combination of Teaching, Scholarship, and Service; and
- c) the newly assigned DOE considers the Faculty Member’s career development and his/her contributions and performance over time;

AND where one of the following cases further justifies the change in DOE:

1. proven, and repeated, concerns about performance (i.e., documented concerns about performance under Art. 39.15); or
2. redeployment opportunity(ies) arising from the invocation of Article 24.4, in the context of operational requirements and the academic mission of the new unit and available work of the Bargaining Unit; or
3. transition from a Research Chair to a ‘regular’ faculty appointment where no pre-existing agreement is in place stipulating the change to DOE following the end of the Research Chair appointment.

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member’s DOE under Case #1 or #2 shall not exceed a period of three years. In such cases, the DOE shall revert back to the Member’s prior DOE.

Any change to a DOE under this LOU will be subject to the restriction that the sum of the absolute values of the percentage changes to each of the three areas (Teaching, Scholarship, Service) will not exceed 30%. By way of example, a proposed change from 40/40/20 to 55/35/10 is permissible, since the sum is  $15+5+10=30$ ; a change from 40/40/20 to 60/30/10 is not permissible; since the sum is  $20+10+10=40$ .

It is further agreed that should a grievance about a decision made through this LOU be forwarded to Arbitration, the Parties will agree on a mutually acceptable arbitrator.

### **NEW, LETTER OF UNDERSTANDING Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members**

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties agree to hold discussions on restructuring options of the current pension arrangements for UGFA Members. Such discussions will be limited to pension options through the creation of, or merger with, a mutually acceptable Jointly Sponsored Pension Plan (JSPP), with such discussions and recommendations to be concluded within the term of this Agreement, and not to exceed the expiry date of the Collective Agreement.

Within three (3) months of the date of ratification, the Parties agree to strike a Joint Working Committee to enact the provisions in this LOU. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The University shall ensure that this Committee is adequately resourced and that all relevant actuarial and financial information required by the Committee to fully execute tasks shall be provided to the Committee by the University in a timely fashion. For clarity, the University shall provide:

1. The Plan text and all amendments to the text.
2. The most recent actuarial valuation report filed with the regulator for the Plan, as well as any updates to the filed valuation, or completed but unfiled valuations.
3. Any reports prepared internally or by external parties that are relevant to the objectives of the working group.
4. An annual report of all the expenses associated with the Plan.
5. All relevant member data for active pension plan participants required for the computation of pension benefits to which the member is entitled, including pensionable salary and earnings history, gender, birth, hire and participation dates, and years of pensionable (credited) service. Any data provided shall respect the privacy of individuals.

All costs associated with the Joint Working Committee shall be the responsibility of the University. It is understood that there may be additional costs associated with data or studies that are required by one of the Parties that fall outside of the terms of reference of the Joint Working Committee as outlined below. In such cases, the costs will be the responsibility of the respective Party.

The Parties agree to use the **Jointly Shared Principles for the Establishment of a University Sector JSPP (attached)**, developed by the Council of Ontario Universities (COU) and the Ontario Confederation of University Faculty Associations (OCUFA), when considering the suitability of any proposed JSPP pension plan proposal. Other documents relevant to the development of a feasible JSPP option will be considered by the Working Committee.

In order to secure a final agreement on the transfer of Members' pension benefits and associated plan assets to the mutually acceptable JSPP option, the Parties agree to the following terms of reference for the Joint Working Committee:

1. The Committee will make a determination on what options exist to convert, merge or transfer the Plan into a JSPP;
2. The Committee will develop a list of criteria and conditions that each JSPP option must meet in order to be considered an acceptable alternative to the Plan;
3. The Committee will undertake all analyses necessary to determine whether each options will meet all requisite criteria and conditions;
4. The Committee will determine and agree upon the available JSPP options that meet all of the required criteria and conditions;
5. The Committee will recommend a preferred option (where one exists) and recommend this preferred option to their principals for consideration.

It is recognized that any recommendations that arise from the Working Committee will be subject to both ratifications/approvals by both parties and legislative conditions necessary to realize the recommended option.

It is also recognized that other groups represented in the Professional Plan may participate in the discussions of the Working Committee subject to that group accepting the terms of this LOU; however, representatives from such groups shall have an *ex officio* status (i.e., may participate in discussion but not actively involved in the development of recommendations or consideration of consensus), and may not represent the UGFA in the execution of this LOU.

Subject to final agreement on fulfillment of the mutually agreed criteria, each Party shall arrange for a ratification vote on the recommendations arising from the Committee, by their respective principals, in as timely and expeditious a manner as possible.

The Parties agree that there will be other clauses within the Collective Agreement that will require editorial amendment as a result of proposals for change where a Plan conversion, merger or transfer is undertaken. Such articles will be opened and modified only to the extent necessary to give effect to this LOU and the jointly agreed proposal.

Responsibility for the amendment of the official Pension Plan text, and all other legislative or statutory filings arising from the enactment of this LOU shall be the sole responsibility of the current Plan Sponsor.

[Attached Jointly Shared Principles for the Establishment of a University Sector JSPP]

## **NEW, LETTER OF UNDERSTANDING Veterinarians Continuing Appointment and Promotion Committee**

The Parties agree that this Letter shall form part of the Collective Agreement.

Committee structure for Veterinarians in the OVC HSC and AHL for the 2014 review cycle will follow the process set out in Article 33 of the 2011-2014 Collective Agreement.

For the 2015 review cycle the MCA committee structure for Veterinarians in the OVC HSC and AHL shall be as follows:

- i) For the OVC HSC: Dean (OVC) who shall chair the Committee, Chair (Clinical Studies), two elected veterinarians from the OVC HSC and one elected University MCA Veterinarian who shall serve on all MCA Committees.
- ii) For the AHL: Associate VP Research who shall chair the Committee, Chair (Pathobiology), two elected Veterinarians from the AHL and one elected University MCA Veterinarian who shall serve on all MCA Committees.

The Parties agree to review the performance and effectiveness of the Veterinarian Review Committee Structure in April 2016. The review shall include the resourcing of committees and as well as the structure of the committees. The committee, noted above, shall report to Joint Committee by the end May 2016. The Committee shall consist of three University representatives and three UGFA representatives.

For the duration of this collective agreement, the review of Veterinarian Members at Ridgetown, or any other Veterinarian reporting through to the Dean of OAC, shall be reviewed as follows:

- iii) For the OAC: Dean (OAC) who shall chair the committee, Chair, Animal & Poultry Science; two elected Veterinarian from OAC , and one elected University MCA Veterinarian who shall serve on all MCA Committees.

The remainder of Article 33 will be as currently written in the Collective Agreement except as previously agreed changes to the University Veterinarians Appeal Committee (33.52 to 33.57) and where necessary to bring Article 33 in full alignment to Article 21.

Where approved guidelines as per Article 33.13 are not in existence prior to the submission deadline of August 15, all criteria used for evaluation of the Member shall be consistent with the language in Article 33.5. The Dean or designate shall ensure that he/she meets with each OAC Veterinarian to communicate the criteria and guidelines that will be used for the review, at least one month prior to the submission deadline.