

The University of Guelph Faculty Association Unit 2 Memorandum of Settlement
May 1, 2023 to April 30, 2025

Memorandum of Settlement (this "Settlement")

Between

The University of Guelph (the "University")

and

The University of Guelph Faculty Association

(together the "Parties")


Re: Renewal Collective Agreement

1. The Parties' negotiation terms have tentatively agreed to the Articles and Letter 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 May 1, 2023.
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties;
7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.
8. This Memorandum of Settlement is incorporated as part of the Collective Agreement.

For the University:



For the Association:



14. Member's Official File

General

- 14.1 The University shall maintain an Official File for each Member.
- 14.2 Maintenance of the Official File shall be the responsibility of the Director.
- 14.3 It is recognized that copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential" and maintained in a secure manner. All restrictions specified in this Article that apply to the Official File apply equally to all copies of part, or all, of the File.

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 23: Discipline;
 - f) assessments of the Member;
 - g) signed letters of commendation or complaint;
 - h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement
 - l) Teaching Request Form

- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for additional copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

14.14 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required:

- a) for official University administrative purposes;
- b) for Grievance and Arbitration purposes;
- c) by this Agreement; or
- d) by law.

14.15 Access to the contents of an Official File for official University administrative purposes, for Grievance and Arbitration purposes, or as allowed by this Agreement shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the File. Access to the contents of an Official File in the case of Article 14.14 (d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted by the AVP FASR or designate. The University shall notify the Member concerned, stating the person or persons granted access to the File and the legal reason for granting this access, unless such notification is prohibited by legal statute.

Assessment Files

14.16 Any files and associated materials created for assessment purposes shall be deemed to be the Assessment File and shall be part of the Official file.

14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.

14.18 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

Article 15 – Member Rights and Responsibilities (aka Workload)

General Duties

15.1 The duties of the Members shall be an appropriate combination of teaching; research and scholarly activities consistent with priorities of the Ontario Agri-Food Innovation Alliance; and, if appointed, administrative duties.

15.2 In fulfilling their academic responsibilities, Members are expected to adhere to the policies and regulations of Senate.

15.3 A Member's responsibilities in the area of teaching include some or all of the following:

- a) instruction in the Associate Diploma, certificate, extension, and continuing education programs, including the coordination of courses; the development, preparation and delivery of appropriate course materials; evaluation of the progress of students; and effective availability to students for individual academic consultation;
- b) pedagogical activities, such as the research and development of new teaching and learning methods/technologies; curricular and program development; creation of other educational materials/software; and participation in professional bodies concerned with pedagogy.

Where a Member's teaching duties in 15.3 a and b above do not meet the threshold hours of Article 15.12, the member's duties may also include:

- c) service activities related to the teaching programs (e.g. student recruitment/promotion, career advising, etc.);
- d) Campus and University committee work; and
- e) duties assigned by the Director or designate ~~when the duties of 15.3 c and d above are insufficient to fulfill the Member's assignment.~~

15.4 Research and scholarly activities, where assigned, include those initiated by the Member (and funded by research grants and contracts) provided that the activities are consistent with the priorities of the Ontario Agri-Food Innovation Alliance. Members are expected to disseminate the results of their research and scholarly activities in publications, seminars, factsheets, and industry/government presentations.

A Member's responsibilities in the area of research and scholarly activities include some or all of the following:

- a) discovery: creative and scholarly inquiry that reflects our need as human beings to confront the unknown and to seek understanding for its own sake;
- b) integration: giving meaning to isolated factors, making connections across disciplines, and placing specialized knowledge in larger contexts;
- c) application and research development: the application and transfer of knowledge and technology for best practices in agriculture and food industries in rural communities;
- d) societal service: participation in professional activities that are of service to international development agencies, government departments, and agriculture and food organizations; and,
- e) supervising highly qualified personnel (HQP) (e.g., diploma and undergraduate students in research projects, research staff, and/or participating in the supervision_of the research and thesis preparation of students in University graduate programs).

- 15.5 A Member's responsibilities in the area of administration include some or all of the following:
- a) program coordination, including advising students; promotion of academic programs; curriculum development/review; work related to academic program committees; student recruitment/liason work; teaching workload recommendations; staff development recommendations; administration of specific academic program budgets; program operational administration; functional guidance to academic staff in support of program administration; organization of various teaching meetings; and assistance with the teaching observation process; and,
 - b) other significant responsibilities as assigned by the Director or designate.

Assignment of Duties

- 15.6 The initial assignment of duties as described in 15.1 will be provided in writing at the time of appointment and documented in the Member's Official File.
- 15.7 Following the initial assignment of duties, the annual assignment of duties will be determined by the Associate Director (Academic), in consultation with the Member.
- 15.7.1 The Associate Director (Academic) shall provide to all RFT Members, by at least three (3) months in advance of commencement of duties May 30, a schedule list of assigned courses and any other duties. This schedule list shall include for each course within each RFT Member(s) assigned teaching discipline/program at least the following: the instructor, overall assigned percentage of effort, estimated enrolment, teaching assistant support, hours of stand up including labs and assigned service activities. A copy of the schedule list shall be provided to the Association.
- 15.8 If the Associate Director (Academic) and the Member cannot agree on the assigned courses assignment of duties and any other duties, within 5 days of receiving the list of assigned courses (except in exceptional circumstances, including booked vacation), the Member may request the Associate Director provide reasons in writing. The Associate Director shall provide the reasons within 5 days of receiving the request. Within 5 days of receiving the reasons, the Member has a right to appeal the list of assigned courses and any other duties to the Dean for final decision, who shall provide the final decision with reasons in writing within 5 days. Requests for extensions shall not be unreasonably denied. If the Member does not request written reasons or appeal within the timelines outlined, they are deemed to have accepted the list of assigned courses and any other duties. The Member will confirm the intent to teach their assigned courses if asked by the Associate Director subsequent to completion of this process.

Workload for College Professors or College Research Professors

- 15.9 In recommending/determining a Member's teaching workload, the Associate Director (Academic) shall use a fair, equitable and transparent method. A Member's teaching assignments may vary from year to year in recognition of the needs of the University and where possible to reflect the interest and teaching strengths of the Member. These variations will be taken into account by the Director when approving teaching assignments.

15.10 The Associate Director (Academic) shall circulate a memo to all Regular Full Time College Professors and College Research Professors that seeks input (within the assigned teaching percentage) with respect to courses the Member would like to teach, and reasons, (Members cannot claim ownership of a particular course). The Member shall provide a signed completed Teaching Request Form outlining the courses the Member wishes to teach, their preferred mode(s) of delivery, and preference for scheduling and room assignment within 10 days of receiving the memo. The Teaching Request Form, which may be electronic, shall include an area where the Member may comment on past requests and assignments. The Teaching Request Form shall be placed in the Member's Official File. ~~the selection and number of courses (Associate Diploma, continuing education, certificate and extension programs) the~~

~~Member would like to teach. Members cannot claim ownership of a particular course.~~

15.11 The Director or designate shall finalize the Member's assigned teaching, in writing, ~~noting where applicable, issues identified in the Member's Teaching Request Form~~ at least three (3) months in advance of the commencement of the assigned teaching. Any changes in a Member's assigned teaching made less than three (3) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member.

15.12 Normally 480 contact hours per twelve (12) month appointment will be considered as a full-time workload for a Member with only teaching as their assigned duty as outlined in Article 15.3 a and b above.

15.12.1 Contact hours for appointments less than twelve (12) months will be prorated respectively and in accordance with the duration of appointment;

15.12.2 Contact hours will be prorated based on assigned teaching percentage (i.e., where there are assigned duties in research and/or administration);

15.12.3 Contact hours may be amended based on considerations per 15.14.

15.12.4 Normally, the maximum number of contact hours in a single semester will be 200 hours. An effort will be made to distribute contact hours evenly across Fall and Winter semesters.

15.13 When assigning work, the Associate Director (Academic) will consider number of courses, class size, number of lecture and/or laboratory repeats, Member's familiarity with the course, need for new course development and/or major revision of an existing course, exceptional preparation requirements, service activities related to the teaching programs, heavy grading loads, availability of grading support and/or laboratory assistance, and other circumstances which may impact workload.

15.13.1 When the University provides grading support and/or laboratory assistance, Members can provide input into the skills required and duties performed. Members may participate in the hiring process for the course they are teaching where they can meet the timelines set by the University for the position development and hiring process.

15.14 Teaching beyond a Member's normal teaching workload may only be assigned with the agreement of the Member. Members agreeing to take on additional teaching shall receive an overload teaching stipend in accordance with Article 40.4.

Workload for College Lecturers

15.15 The teaching responsibilities and objectives for College Lecturers will be provided in writing by the Associate Director (Academic). Determination of workload for courses will be based on a 1:1 ratio (i.e. for each hour of scheduled contact time with the students the College Lecturer will be provided with one (1) additional hour for all activities related to the teaching and administration of the course).

15.16 When assigning work, the Associate Director (Academic) will consider class size, number of lecture and/or laboratory repeats, Member's familiarity with the course, need for new course development and/or major revisions to existing course, exceptional preparation requirements, service activities related to teaching, heavy grading loads, availability of grading support and/or laboratory assistance, and other circumstances which may impact workload.

Procedures for Assigning Workload

15.17 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of one day and the commencement of the same on the next day, unless the Member agrees otherwise.

15.18 The contact day shall not exceed eight (8) hours from the beginning of the first assigned hour to the end of the last assigned hour, unless the Member agrees otherwise.

15.19 Unless the Member agrees otherwise, no Member shall be assigned, on any day, a teaching timetable class schedule that requires more than four (4) consecutive hours of contact. A Member may request to consult with the Associate Director if they are scheduled for more than two courses scheduled back-to-back.

15.20 ~~The initial teaching time table shall be provided to the members forty (40) days prior to the commencement of each assigned semester.~~ There shall normally be no change to the teaching timetable within ~~ten (10) twenty days (20) days~~ of the commencement of classes. The University will make best efforts to provide the finalized teaching time table prior to this.

15.21 Subsequent to any appeals in 15.8, Members will confirm their course assignments and other duties if the Associate Director or designate requests such confirmation.

Article 16 – Appointments

Types of Appointments and Responsibilities

16.1 College Research Professor

The College Research Professor appointment applies to those Members whose responsibilities include:

- a) Teaching;
- b) Design and major revision of courses;

- c) Provision of academic leadership; and,
- d) Research and scholarly activity.

16.2 College Professor

The College Professor appointment applies to those Members whose responsibilities include:

- a) Teaching;
- b) Design and major revision of courses; and,
- c) Provision of academic leadership.

16.3 College Lecturer

The College Lecturer appointment applies to those Members whose responsibilities include teaching. College Lecturers are not precluded from being appointed to design and/or revise a course.

Terms of Appointment

16.4 A Regular Full Time appointment is defined as a College Research Professor or College Professor whose employment is indeterminate (i.e., no predetermined end-date), assuming satisfactory completion of a probationary period.

16.4.1 Regular Full Time appointments shall be made for nine (9) or more months per year.

16.4.2 Regular Full Time appointments are eligible for consideration of a reduced workload (subject to eligibility and approval process outlined in Article 42 on Reduced Workload).

16.5 A Temporary Full Time appointment is defined as a College Research Professor or College Professor whose employment is determinate (i.e., has a predetermined start and termination date).

16.5.1 With the exception indicated in 16.6.1 below, Temporary Full Time appointments shall be made for eight (8) or more months per year.

16.6 A College Lecturer appointment is defined as a College Lecturer whose employment is determinate (i.e., has a predetermined start and termination date) and is hired to teach in a specific course or courses for normally not more than 12 contact hours per week.

16.6.1 On the basis of exceptional circumstances (e.g., unanticipated teaching), a College Lecturer appointment may be assigned by the Director, with the agreement of the Member, greater than 12 contact hours per week. In such cases, the appointment may be adjusted to reflect a Temporary Full Time appointment of less than eight months.

Process for Selection and Appointment

Regular Full Time (RFT) Appointments and Temporary Full Time (TFT) Appointments

16.7 The University will determine the need for new and/or replacement of vacant RFT and TFT College Research Professor and College Professor positions.

16.7.1 The Director will determine, normally through consultation with Members, the qualifications and specific duties required to fill a vacancy. For appointments spanning more than one program, input on qualifications and duties will be sought more broadly.

16.7.2 Position(s) and the requisite qualifications of candidates will be posted at Ridgetown campus, the main University campus, and, if necessary, advertised externally. A copy of the job posting shall be sent to the Dean, OAC and the Association.

16.7.3 A Search Committee for a posted RFT and multi-year TFT position shall normally be:

- a) The Associate Director (Academic) (who shall act as chair);
- b) Two (2) Members elected by the Membership;
- c) One (1) Member appointed by the Director; and,
- d) One (1) Program Coordinator who has administrative responsibilities in the candidate's proposed field appointed by the Director.

16.7.4 The University shall provide all candidates who are interviewed with the contact information of the Association.

16.7.5 The Search Committee Chair shall provide to the Director a rank order list of acceptable candidates.

16.7.5.1 The Director shall not be constrained by the ranking of the candidates by the Search Committee but must choose from the recommended list provided by the Search Committee or decide to continue the search.

16.7.6 The Director will provide the successful candidate(s) in writing an offer of employment, including the terms of employment, salary, and the assignment of duties, Association contact information, copies of the performance assessment criteria. Appointment letters, inclusive of attachments, shall be copied to the Association and the Dean, OAC.

16.8 After five (5) continuous years of employment as Temporary Full Time, the Member will be considered for conversion to Regular Full Time status subject to the ongoing sustainability of funding and the continued availability of work. Such determination shall be made following the performance assessment of the Member's fifth (5th) year of consecutive employment ~~as a Temporary Full Time Member. A Member with less than five (5) years of continuous employment as Temporary Full Time may request to be considered for conversion to Regular Full Time status.~~ In order to be considered for conversion to Regular Full Time status, the Member must have received a performance rating of good or better in the most recent performance assessment. Decisions on whether a Member will be converted shall be made by the Director in writing and provided to the Member.

16.8.1 Members who convert from Temporary Full Time to Regular Full Time status based on the provisions of this Article shall continue to serve their probationary period to the end of their fifth academic year of service. The continuation of the probationary period may be waived by the Director.

Probationary Period

16.9 Regular Full Time Members appointed as College Research Professor or College Professor will normally serve a probationary period of two (2) academic years, except as noted in article 16.8.1.

16.9.1 At the completion of the first academic year of probation, the Director or designate will assess the Member's performance through the Performance Assessment process, and decide with respect to continuation of the probationary period to:

- a) continue probation where performance in the first year has been assessed as good or better;
- b) continue with concerns where performance in the first year has been assessed as needs improvement; or,
- c) terminate employment where performance in the first year has been assessed as unsatisfactory.

16.9.2 At the completion of the second academic year of probation, the Director or designate, through the Performance Assessment process, will assess the Member's performance for the second year.

The Member will have successfully completed the probationary period if they have received a minimum performance rating of good over the past two (2) academic years of probation.

16.9.2.1 For cases as per 16.9.1 (a) and where performance in the second academic year of probation does not achieve a performance rating of good or better, the probationary period will be extended by one (1) academic year and the continuation of probation will be *with concern*.

16.9.2.2 For cases as per 16.9.1 (b), successful completion of the probationary period requires the Member to have demonstrated they have met or exceeded the expectations relative to the concerns expressed in the first academic year of probation review (i.e., that led to continuation of probation with concern) and have achieved a minimum performance rating of good in the second academic year of probation.

16.9.3 The employment of probationary Members who fail to achieve this minimum rating standard will be terminated.

College Lecturer Appointments and TFT Appointments (of less than or equal to one year in duration with no anticipated renewal)

16.10 The University will determine the need for College Lecturer appointments and TFT Appointments (of less than or equal to one year in duration with no anticipated renewal).

- 16.10.1 Positions and the requisite qualifications of candidates will be posted at Ridgetown campus and, if necessary, advertised externally. The job posting(s) shall be copied to the Dean and the Association.
- 16.10.2 Subject to the restrictions on overload teaching (see Article 40.4: Overload Teaching), RFT and TFT Members may be eligible to apply for College Lecturer appointments.
- 16.10.3 College Lecturer Appointments will be determined by the Director.
- 16.10.4 The Director will provide the successful candidate(s) in writing an offer of employment, including the terms of employment, salary, and duties. Appointment letters shall be copied to the Association and the Dean.

Right of First Refusal for College Lecturer Appointments

- 16.11 Members holding College Lecturer Appointments that have successfully completed a work assignment, demonstrated through at least “good” performance for a particular course, said Member shall be eligible to exercise a right of first refusal (RoFR) for the first offering of that same course in one (1) of the following four (4) semesters. Each RoFR may be exercised for only one section of a course.
 - 16.11.1 The following criteria will be applicable in determining a College Lecturer’s eligibility for exercising a RoFR to an available work assignment:
 - 16.11.1.1 Each course or lab must first be offered to College Professors or College Research Professors, on an overload basis, prior to an offer to a College Lecturer. Such overload teaching is subject to the provisions of Article 40.4 on Overload Teaching.
 - 16.11.1.2 The period of eligibility may be extended by approval of the University for a maximum of four (4) semesters where there are bona fide medical issues, documented by a recognized licensed medical practitioner, that prevented the College Lecturer from being able to accept a work assignment.
 - 16.11.1.3 Where two or more College Lecturers hold competing RoFRs and both express interest in teaching the same course section, the College Lecturer who has taught the course more times will be the successful candidate. If the number of times taught is equal, the Director will determine which is the more qualified candidate and appoint them to the position.

Article 18 – Performance Assessment

18.1 The University is committed to managing a performance planning, assessment and development process that:

1. a) Ensures consistency, equity, fairness, transparency and accountability of the process and its outcomes;
2. b) Ensures Members know explicitly what criteria are used for performance assessment;
3. c) Provides constructive feedback and reasons for decisions aimed at improving and maintaining Members' performance; and,
4. d) Aligns with the mission and strategic research and teaching directions of the University of Guelph.

18.2 Members will be considered for the purpose of performance assessment and constructive feedback using the Criteria Document. This will occur biennially for those who received good or better in the prior performance assessment cycle and annually for those who received less than good.

18.3 The Associate Director, Academic Quality and Student Success ~~Director~~ (Associate Director) ~~or designate~~ shall notify Members, in writing biennially, that they are available to provide mentorship. In addition, the Associate Director shall meet with each probationary Member before the end of April of each year ~~of the probationary period~~ to discuss the Member's progress and with any Member who received a rating of less than "Good" overall.

18.4 There shall be no hearsay used in the assessment of Members. Members shall only be assessed on information in the Official File.

18.5 The performance assessment will provide to each Member, where applicable, a rating of either "Unsatisfactory", "Improvement Required", "Good", "Very Good" or "Outstanding" in each of teaching, research and administration. In addition, each Member will receive an overall performance rating determined based on the individual ratings weighted according to the Member's assigned duties during the review period.

Performance Assessment of RFT and TFT Members

Member Templates

18.6 Planning Templates – A template for the purpose of planning performance for the upcoming year. The Member will include a description of their development activities and achievements relative to their assignment or otherwise ~~long-term, annual and learning and development goals~~. The Member will complete a planning template for all assigned duties (i.e., teaching, research, administration).

18.7 Assessment Templates – A template for the purpose of assessing ~~the past year's~~ performance. The Member will document their relevant contributions, development

activities and goal achievement(s). The Member will also complete a self-assessment. The member will complete an assessment template for all assigned duties (i.e., teaching, research, administration).

Process

18.8 Performance Summary – A report to shall be provided to the Associate Director from the Teaching Review Committee, the Research Review Committee and/or the Supervisor providing the assessment of the Member's performance in each specific area of responsibility. The report shall include the performance rater.

18.9 Each Member will submit their completed Planning and Assessment Templates to the Associate Director by ~~September 15th~~ October 31st.

18.10 The Associate Director or designate will provide a written reminder to each Member no later than ~~August 15th~~ September 1st of the deadlines for submission of documentation.

18.11 Failure to provide the Planning and Assessment Templates to the Associate Director by ~~September 15th~~ October 31st, without prior approval from the Dean, OAC, will result in an "Unsatisfactory" performance assessment.

Peer Input

18.12 Members can elect to participate in the teaching observation process once per academic ~~year~~, semester either in the fall, winter or summer semesters, in a course of their choosing. Observers could include experts from the Centre for Open Learning and Educational Support, the Office of Teaching and Learning, Program Coordinators or peers.

18.13 Peer input in teaching shall be provided by the Teaching Review Committee. The Teaching Review Committee shall be comprised of:

1. a) The Associate Director (~~Academic~~) will act as chair of the committee and will be provided with a second vote to break any potential ties; and
2. b) Two Regular Full Time, non-probationary College Professors or College Research Professors elected for two-year terms by current College Professors and College Research Professors.

18.14 Peer input in research shall be provided by the Research Review Committee. The Research Review Committee shall be comprised of:

3. a) The Associate Dean (Research & Innovation), OAC will act as chair of the committee and will be provided with a second vote to break any potential ties; and,
4. b) Two College Research Professors elected for two-year terms by current College Research Professors.

18.15 For the purposes of peer input in administration, the Member being evaluated shall provide the names of two Members from whom they would like the Associate

Director (~~Academic~~) to seek feedback on the performance of their administrative responsibilities. It is also expected that the Associate Director (~~Academic~~) will request feedback from direct reports and other peers as it relates to goal development achievement and the employee's effectiveness in the administrative role (e.g. for the Program Coordinators, the Associate Director (~~Academic~~) will request feedback from Members teaching in the program, as well as other Program Coordinators).

18.16 The Member's workload distribution shall be considered when assessing all areas of performance.

Assessment

18.17 The Teaching Review Committee will assess the Member's performance in teaching. The assessment will be based on:

- a) Planning and Assessment Templates;
- b) Teaching observation and related reflections if performed in the previous year; and
- c) Signed course evaluations and student feedback.

18.18 The Teaching Review Committee shall determine the performance rating for teaching and complete the Performance Summary: Teaching and provide it to the Associate Director. The Performance Summary: Teaching shall be signed by all voting Members. The Performance Summary: Teaching will be placed in the Member's Official File. The Teaching Review Committee shall conclude deliberations no later than ~~October~~ 34 November 30th.

18.19 The decisions of the Teaching Review Committee shall 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.

18.20 The Research Review Committee shall assess the Member's performance in research and scholarly activities. The assessment will be based on:

- a) Planning and Assessment Templates;
- b) Industry feedback; and/or,
- c) Information within the Member's Official File.

18.21 The Research Review Committee shall determine the performance rating in research and scholarly activities, complete the Performance Summary: Research, and provide it to the Director. The Performance Summary: Research shall be signed by all voting members. The Performance Summary: Research will be placed in the Member's Official File. The ~~Teaching Research~~ Review Committee shall conclude deliberations no later than ~~October~~ 34 November 30th.

18.22 The decisions of the Research Review Committee will be reached by majority vote. The vote shall be by secret ballot. A member may withdraw prior to consideration and decision on a 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.

18.23 The Associate Director (~~Academic~~) will assess the Member's administrative performance. The assessment will be based on:

- a) Planning and Assessment Templates;
- b) Feedback received directly from peers; and/or,
- c) Information within the Member's Official File.

18.24 The Associate Director (~~Academic~~) will determine the performance rating in administration, complete the Performance Summary: Administration and provide it to the Director. The Performance Summary: Administration shall be signed by the Associate Director (~~Academic~~). The Performance Summary: Administration will be placed in the Member's Official File. The Associate Director (~~Academic~~) shall provide the assessment no later than ~~October 31~~ November 30th.

18.25 Based on the relevant performance assessment summaries and assignment of duties, the Associate Director will determine the Member's overall performance rating for the year. This rating will be based on the aggregation of the assessments in each of the relevant areas (teaching, research, and administration) weighted by the assignment of duties, using the Criteria document.

18.26 The Associate Director shall provide in writing, by January 10th ~~31st~~ the assessment of performance, including the Member's overall performance rating and the performance rating(s) in each of (where applicable), teaching, research, and administration.

18.27 No later than the Family Day holiday in February of each year, the Associate Director ~~or designate~~ shall meet with the Member to discuss the outcome of the performance assessment ~~and goals for the coming year~~.

18.28 A rating of "Improvement Required" or "Unsatisfactory" in teaching, research, or administration will result in ~~an a performance assessment in the non-biennial year; ongoing and enhanced~~ a performance assessment in the non-biennial year; ongoing and enhanced a performance management process.

Appeals

18.29 Within fifteen (15) days of the meeting with the Associate Director (per 18.24), a Member who has received an overall performance rating of "Improvement Required" or "Unsatisfactory" may appeal to the Dean. Requests for extension, based on extenuating circumstances, may be made to the Dean. Such a request shall not be unreasonably denied.

18.30 The Member may request to see their Official File/Assessment File.

18.31 The Member must submit a letter outlining the case for the appeal, the complete Assessment File, as well as any other supplementary evidence the Member deems relevant (new information is not permitted to be submitted). The Member may request that the Dean speak with their Coordinator or other relevant individuals.

18.32 The Dean will meet with the Member as part of the appeal process.

18.33 The Member is entitled to be accompanied to the meeting with the Dean by a representative of the Association.

18.34 The Dean will provide the decision along with reasons in writing to the Member.

Performance Assessment of College Lecturer Members

18.35 The Associate Director (~~Academic~~) will request in writing, a Member to submit relevant documentation they wish to be considered in the assessment of their performance. The Member will be required to provide their documentation to the Associate Director (~~Academic~~) within ten (10) days of the date of the request.

18.36 The Associate Director (~~Academic~~) will assess the Member's performance in teaching. The assessment will be based on:

- a) Submitted documentation;
- b) Teaching observation and related reflections if performed in the previous year;
- c) Feedback from the relevant Program Coordinator; and,
- d) Course evaluations and student feedback.

18.37 The Associate Director (~~Academic~~) will meet with the Member and will provide constructive feedback on their performance in teaching.

Official File

18.38 Performance Summary Templates will be removed from the Member's Official File at the end of the process.

18.39 The completed Planning and Assessment Templates, as well as the Performance Summary Templates for Probationary Members, will be contained in the Member's Official File until after the probationary period ends.

Article 40 – Compensation

Compensation is retroactive to May 1, 2023.

Note: Agreement to 1% adjustment throughout per year. These calculations will be verified by HR.

Salary and Wages

40.1 The salary and wages of Members shall be administered in accordance with the terms and conditions of this Agreement.

40.1.1 The annualized salary for **College Research Professors** shall be as follows:

Effective	Minimum	Maximum	% Base increase
May 1, 2019 <u>2023</u>	\$73,377 <u>77,114</u>	\$110,067 <u>115,673</u>	1.5 <u>000</u> %
May 1, 2020 <u>2024</u>	\$74,478 <u>77,886</u>	\$111,718 <u>116,830</u>	1.5 <u>000</u> %
May 1, 2021	\$75,595	\$113,394	1.5 <u>0</u> %

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:

- 1) % Base Increase (if any);
- 2) % Merit (if any);
- 3) Change to the Minimum Salary Floor (if applicable).

40.1.2 The annualized salary for new full time **College Professors** shall be as follows:

Effective	Minimum	Maximum	% Base increase
May 1, 2019 <u>2023</u>	\$62,895 <u>66,098</u>	\$94,343 <u>99,148</u>	1.5 <u>000</u> %
May 1, 2020 <u>2024</u>	\$63,838 <u>66,759</u>	\$95,758 <u>100,139</u>	1.5 <u>000</u> %

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:

- 1) % Base Increase (if any);
- 2) % Merit (if any);
- 3) Change to the Minimum Salary Floor (if applicable).

40.1.3 The hourly wage rate for **College Lecturers** shall be as follows:

Effective	Minimum (hourly)	Maximum (hourly)	% increase
May 1, 2019 2023	\$23.84 <u>27.38</u>	\$45.00 <u>45.90</u>	1.5000%
<u>May 1, 2024</u>	<u>\$ 27.65</u>	<u>\$ 46.36</u>	<u>1.00%</u>
<p>Effective May 1, 2019, the hourly maximum for a College Lecturer will increase to \$45.00 and remain there for the duration of this agreement. Minimum hourly rates will increase by an additional \$0.75 (May 1, 2019), \$1.00 (May 1, 2020) and \$1.30 (May 1, 2021).</p> <p>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:</p> <ol style="list-style-type: none"> 1) % Increase (if any); 2) Change to the Minimum Salary Floor (if applicable). 			

40.1.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate; however, all compensation shall consistent with this Agreement.

40.1.4.1 Offers shall be sent to Candidates in a standard Appointment letter as per Article 16: Appointments.

40.1.4.2 For College Lecturers, hiring above the maximum may occur in exceptional circumstances and is subject to the approval of the Director.

40.1.4.3 With the exception of an approved reduction in workload, no Member shall experience a reduction in salary or be paid a salary below the Minimum (salary floor) for their position.

40.1.4.4 Candidates will be provided with the contact information for the Association prior to signing of an agreement.

Merit Pay for College Professors and College Research Professors

40.3 A selective increase bonus for Merit will be available for distribution to College Professor and College Research Professors. The merit bonus amount will be established by multiplying the total number of regular full-time (including reduced workload) and temporary full time College Professors and College Research Professor by the following amounts and distributed annually.

May 1, 2019~~2023~~: \$1,173
 May 1, 2020 ~~2024~~ \$1,185
 May 1, 2021: \$1,150

40.3.1 The merit bonus shall be divided among eligible Members whose performance rating is "Good", "Very Good" or "Outstanding" as follows:

a) Members whose performance rating is "Good" shall receive \$800.

- b) Members whose performance rating is “Very Good” shall be assigned a score of 1 point;
- c) Members whose performance rating is “Outstanding” shall be assigned a score of 2 points;
- d) The scores of all Members shall be added to determine the total of “Very Good” and “Outstanding” performance rating points;
- e) Each Member whose performance has been rated as “Very Good” shall receive a salary adjustment in the form of an increment equal to the value of one performance ratings points in each year; and,
- f) Each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance ratings points in each year.
- g) Members shall be notified annually of the value of their merit pay.

Overload Teaching for College Professor and College Research Professors

- 40.4 If, during the normal workload assignment process, the Associate Director (Academic) determines a need for more courses or sections than can be mounted by the College Professors and College Research Professors within the limits of normal commitments, the Associate Director (Academic) shall initially provide an opportunity to qualified Members to indicate interest in teaching such offerings on an overload basis. Such arrangement shall be subject to the agreement of the Director which shall not be unreasonably withheld.
- 40.4.1 If two or more Members request to teach additional courses or sections the most qualified Member (in the opinion of the University) shall be considered first for the overload. If the qualifications are equal, the Member with the most seniority shall be considered first.
 - 40.4.2 If a Member is denied overload, the Member shall be provided with reasons in writing.
 - 40.4.3 Members agreeing to take on additional teaching (as assigned by the Director) that is above the College Professor’s or College Research Professor’s regular assigned duties shall be paid at the College Lecturer hourly wage rate outlined in this article.
 - 40.4.4 The Member and the Director must agree in writing and in advance to the terms and hours for completion of the additional teaching.
 - 40.4.5 Members on Reduced Workload Appointments or with approved release time from teaching are not eligible for Overload Teaching.
 - 40.4.6 In a given academic year, overload teaching stipends shall normally be paid by the end of May.

Administrative Honorarium for Program Coordinators

40.5 The value of the annual base administrative honorarium (effective on May 1st of each year) will be established based on the assignment of responsibilities for the Program Coordinators multiplied by a factor of ~~\$50.00~~ \$51.01 in 2023 and \$51.52 in 2024 per percentage of time spent on administrative duties. Program Coordinators will be eligible for consideration of administrative merit pay (i.e., in addition to the merit pay per 40.3) based on their administrative performance as determined by the Associate Director (Academic). The Administrative Merit pool amount will be established by multiplying the total number of Program Coordinators employed as of May 1st of each year by ~~\$2,500~~ \$2,550 in 2023 and \$2,576 in 2024. The maximum bonus that can be awarded to any individual will be ~~\$5,000~~ \$5,101 in 2023 and \$5,153 in 2024. The bonus is a one-time payment and is not added to base salary.

40.5.1 The administrative merit pool shall be divided among eligible Program Coordinators whose performance rating in the area of administration is "Very Good" or "Outstanding" as follows:

- a) Program Coordinators whose performance rating in the area of administration is "Very Good" shall be assigned a score of 1 point;
- b) Program Coordinators whose performance rating in the area of administration is "Outstanding" shall be assigned a score of 2 points;
- c) The scores of all Program Coordinators shall be added to determine the total of performance rating points;
- d) Each Program Coordinator whose performance has been rated as "Very Good" shall receive a one-time payment in the form of an increment equal to the value of one performance rating point in each year; and,
- e) Each Program Coordinator whose performance has been rated as "Outstanding" shall receive a one-time payment in the form of an increment equal to the value of two performance ratings points in each year.

~~Professional Development Reimbursement for College Professors and College Research Professors~~

~~40.6 In the interest of staff development, the University provides a Professional Development Reimbursement to all regular full-time (including reduced workload) and Temporary Full Time Members who have completed one academic year, and who are actively employed on September 15 each year.. The amount available is as follows: May 1, 2019: \$750~~

~~The above amount is for use between May 1, 2019 and December 31, 2019. All PDR claims must be submitted no later than January 31, 2020.~~

~~40.6.1 Eligible Expenditures~~

~~Each eligible Member is allotted the sum for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to~~

~~this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with University reimbursement procedures. The use of these funds must relate directly to the Member's teaching, scholarship or Administration under their general University responsibilities.~~

- ~~a) books, manuscripts, subscriptions, equipment, software, instruments, or materials, all of which become the property of the University;~~
- ~~b) tuition or fees for professional training courses;~~
- ~~c) travel and costs for meetings or professional activities such as conferences;~~
- ~~d) membership dues in professional associations or learned societies; and,~~
- ~~e) scholarly assistance such as computer time.~~

~~40.6.2 Operation~~

- ~~a) In each fiscal year the University will adjust OAC's budget allocations for the number of eligible Members.~~
- ~~b) The claim period is from May 1 to December 31.~~
- ~~c) An employee may submit two claims per claim period, using a Personal Expense Claim form authorized by the Director, to Revenue Control with original receipts.~~
- ~~d) If a Member has a single purchase expense that exceeds the annual PDR, they may carry it forward for reimbursement for a maximum of two further years. Members must maintain the associated carry forward records and receipts. Nevertheless, employees may not carry unspent PDR funds forward to future years.~~
- ~~e) Two or more individuals may pool their PDRs for larger purchases. They may claim only for expenses in the current year.~~

~~40.6.3 For College Professors and College Research Professors who are on an approved reduced workload not related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.~~

~~40.6.4 For newly appointed College Professors and College Research Professors, hired after September 15th, a prorated amount calculated as: (Months remaining to December 31st from Date of Hire/8) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.~~

~~40.6.5 College Professor and College Research Professors who are retiring or resigning shall receive in their year of retirement/resignation a pro-rated amount calculated as: (Number of months worked in final PDR year) / (8 X Annual PDR allocation).~~

Flexible Spending Account for College Professors and College Research Professors

40.76 ~~Effective January 1, 2019,~~ The University will provide Flexible Spending Credits (Flex Credits) to all Regular Full Time (including reduced workload) Members as well as Temporary Full Time Members who have completed twelve months of service. Each eligible Member will be provided with Flex Credits in the amount of:

January 1, ~~2020~~2023: ~~\$1,200~~ \$1,224

January 1, ~~2021~~2024: ~~\$1,200~~ \$1,236

Eligible Members elect to allocate their Flex Credits to one (1) of the following three (3) accounts:

a) Professional Development Reimbursement (PDR)

Professional Development Reimbursement (PDR) can be used by Members for professional expenses including:

- i. books, manuscripts, subscriptions, equipment, software, instruments or materials, all of which become the property of the University;
- ii. tuition or fees for professional training courses;
- iii. travel and costs for meetings or professional activities such as conferences;
- iv. membership dues in professional associations or learned societies; or,
- v. scholarly assistance such as computer time.

b) Health Care Spending Account (HCSA)

The Health Care Spending Account (HCSA) can be used to pay for eligible Member and/or eligible spouses/dependents qualifying medical and dental expenses under the Income Tax Act (Canada), incurred after the deposit date, that are not covered or are only partially covered by the University's group benefits plan.

c) Taxable Wellness Spending Account (TWSA)

Supports health and wellness for eligible Members only (*i.e. spouses/dependents are not eligible*). This account can be used to pay for items including but not limited to fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal advice and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

40.78 Operation of the Flex Credit Program

a) Allocation of Flex Credits

- i. All allocations of Flex Credits must be made in twenty-five-dollar (\$25) increments.
- ii. This election must be made by November 30 of the year prior to the Calendar Year in which the credits will be allocated to the various accounts. Only one election made be made in any year.
- iii. The election as to the allocation of Flex Credits is irrevocable.
- iv. Where an eligible Member fails to make an election for the Flex Credits, as an automatic default fifty percent (50%) of the employees Flex Credits will automatically be credited to the PDR account, and fifty (50%) will be automatically credited to the employee's HCSA, with no allocation to the Taxable Wellness Account.

b) Eligibility

- i. Participation in the Flex Credit arrangement is restricted to active Members who hold a Regular Full Time position as well as Members who are employed in a Temporary Full Time position and who have completed twelve months of service with the University of Guelph as at January 1 of each calendar year. For the purpose of this agreement active employees shall include those employees on Research/Study leave, any statutory protected leave (i.e. maternity or parental leave, family medical leave, etc.), Sick Leave, Long Term Disability, drawing WSIB benefits, on vacation or an otherwise approved paid leave of absence. Active Member does not include Members who are on a leave of absence without pay or those on a salary continuance arrangement.
- ii. Retirees are not eligible to participate in this Flex Credit arrangement.
- iii. Newly hired eligible Members shall have access to 100% of Flex Credits for the calendar year, provided their employment commences on or before July 1 of the same calendar year.
- iv. All eligible Members whose employment commences after July 1, with the exception of those hired after November 30, as detailed below, will see their Flex Credits prorated by fifty (50%) for the balance of that calendar year.
- v. Those Members hired after November 30th will not be eligible to participate in the flex spending program until the following calendar year.
- vi. All Members hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA, PDR or TWA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

c) Account Balance Carry Forward Provisions

- i. ~~The same carry forward provisions will apply to all three (3) accounts.~~

- i. Unused account balances in the HCSA and TWA can be carried forward and combined with new Flex Credit allocations for the following calendar year.
- ii. Unused account balances in the PDR can be carried forward and combined with new Flex Credit allocations for the following two calendar years.
- iii. At the end of the second calendar year, any balances remaining in the HCSA and TWSA from the previous year will be forfeited (i.e., spending in any one year must exceed funds carry-forward from year immediately preceding). Balances remaining in the PDR after the second calendar year from deposit will be transferred to the library acquisitions budget.
- iv. Carry-forward balances must remain in the original accounts – i.e., no interaccount transfers are permitted once the allocation election has been made.

d) Payment of claims

- i. The claim year is January 1st to December 31st
- ii. HCSA and TWSA: Members can submit claims at any time throughout the year, however all claims must be received by the carrier no later than March 31st following the year in which the expenses have been incurred. Members retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.
- e) ~~PDR-iii.~~ PDR: Annual PDR expenses claimed, must be incurred and paid by the Member by December 31 of each calendar year. Members can submit authorized claims, in accordance with University policies, at any time during the calendar year. The University’s Financial Services (Payment Services) will issue instructions regarding claim submission deadlines for each calendar year. Members retiring or terminating must have all PDR claims submitted prior to their last day of employment.

Pension

40.7 Employee Contributions to the Professional Plan Members contribute to the University Pension Plan.

Table of Proposed Pension Plan Contribution Changes:

Effective Date:	May 1, 2019*	May 1, 2020	May 1, 2021**
Below YMPE	7.5%	8.0%	8.5%
Above YMPE	9.5%	10.0%	10.45%

~~* Current Rates~~

~~** Maximum Rates. Limited by 40.7.2~~

~~40.7.1 The University and UGFA Unit 2 agree in principle to a negotiated framework for the equal sharing of normal actuarial costs through collective bargaining. Under this framework the precise rates will be determined by the plan actuary for the Professional Plan (the Plan) using the most current Plan valuation and with due consideration being given to the importance of recognizing earnings below and above the YMPE. The University will meet with UGFA Unit 2 to review the applicable valuation results to support the Normal Actuarial Cost changes. This review will include documentation prepared by the Plan's actuary who certified the new Normal Actuarial Cost requirements in respect of UGFA Unit 2 members, including a summary of the underlying UGFA Unit 2 membership data used to prepare the valuation results.~~

~~40.7.2 Based on certification of results by the Plan actuary, member contribution rates will be set sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of the member contributions at the time of the valuation. Under this calculation member contribution rates will be adjusted in accordance with the table herein, and subject to an annual maximum increase of 0.50%, to be implemented effective May 1, 2020 and May 1, 2021, if necessary.~~

~~The University and UGFA Unit 2 agree that in no case, will Employer contributions be less than Member contributions.~~

LOU #X Vacations

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

The maximum vacation day carry over from one vacation year into the next vacation year (January 1 – December 31) is 10 days. This carry over maximum will be enforced as of May 1, 2023. The University is committed to ensuring that members can take their vacation entitlements. The University will work with employees to address past vacation accrual.

In the event the University Administration holds a campus Faculty meeting during a Member's scheduled vacation, Members will be encouraged to take their scheduled vacation and shall not be penalized if they do not attend such meeting.

LOU #X – Joint Promotion of Academic Teaching Excellence

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

The Parties agree that they will jointly organization an event for UGFA Members to promote Academic Excellence. This Member event shall occur at least once during the Collective Agreement.

For the purposes of Article 18.6, during the lifetime of this LOU, the planning template shall include a reference to events available to all Members. Members shall note any initiative they undertook as a result of any of the events attended or reviewed within the member's area of teaching, research, and administration.

LouXX – Market Adjustment

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

The parties agree that Members will, as soon as feasible, receive a \$500.00 base increase for year one (retroactive to May 1, 2023). On May 1, 2024, the Members will receive an additional base increase of \$1,000.00.