Collective Agreement

Between

The University of Guelph

and

The University of Guelph Faculty Association - Unit 2

Effective May 1, 2025 to April 30, 2028

For information, please contact:

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Article 1 – Preamble

1.1 The relationship between the University and its various employee groups is intended to be one of respect, integrity, and fairness, characterized by transparent decision and policy-making, regard for principles of due process and natural justice, and a recognition that both parties share the same goal: to contribute to the continuing success of the University.

1.2 The University of Guelph is a community of scholars dedicated to the pursuit and dissemination of knowledge, the attainment of academic excellence, and the theoretical and practical extension of human capability. Members of our community are engaged in the individual and collective search for truth, for understanding, and for creative solutions to serious problems, through free, open, and critical enquiry in an environment that supports their intellectual, cultural, and physical development.

1.3 This Agreement recognizes the mutual desire of the University and the Association to:

a) foster excellence in the areas of teaching, research and scholarly activity, and administration;

b) advance the education, research and technology transfer goals and objectives identified in the Ontario Agrifood Innovation Alliance.

1.4 It is the purpose of this Agreement to:

a) set out terms and conditions of employment for Members;

b) foster a working environment that enables Members to achieve the objectives and goals of the university;

c) foster and maintain collegial relations within the University of Guelph community;

d) ensure the fair and equitable treatment of Members through open and transparent procedures and practices;

e) provide a means for settling differences that may arise from time to time between the University and the Association.

1.5 The Parties agree to co-operate in encouraging a climate of freedom, collegiality, responsibility, and mutual respect in the pursuit of these objectives.

1.6 Nothing in this Agreement detracts from the continued right of Members to participate in the collegial governance of the University.

Article 2 – Definitions

Academic Year shall mean the period from May 1 to April 30.

Administrative Stipend shall mean compensation paid to a Member for assigned administrative responsibilities as a Program Coordinator.

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

Bargaining Unit shall mean all persons represented by the Association, as defined by the Certificate of the Ontario Labour Relations Board (April 15, 2015), as may be amended by the Ontario Labour Relations Board or by the Agreement of the Parties.

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

Campus shall mean Ridgetown Campus and the Regional Equine & Agricultural Centre of Huron (REACH).

College Lecturer Appointment shall mean employment to teach in a specific course(s) that is determinate (i.e., has a predetermined start and termination date).

Day(s) or day(s) shall mean Monday through Friday, excluding statutory holidays and any other day the University is not open, unless otherwise specified in particular Articles of this Collective Agreement.

Dean shall mean the Dean of the Ontario Agricultural College.

Director shall mean the Director of Ridgetown Campus.

Hours of Work for full time Members shall normally be 35 hours from Monday through Friday. The normal workday is 7 hours, which excludes the lunch period and includes morning and afternoon breaks. Professional hours of work must be flexible. There should normally be enough hours for the specific and implied job responsibilities. In special cases the professional hours of work will differ from this description.

Member shall mean any member of the Bargaining Unit.

Ontario Agri-Food Innovation Alliance (formerly the OMAFRA/University of Guelph Partnership) shall mean the collaboration between the Ontario Ministry of Agricultural, Food & Rural Affairs and the University of Guelph.

Parties shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.

Program Coordinator shall mean an administrative appointment with task and responsibilities that will normally include but not be limited to the following:

- advising students; and,
- promotion of academic programs.

University shall mean the University of Guelph.

Reduced workload shall mean a regular full time Member whose assigned duties in an academic year are at least eight (8) months and/or thirty-five (35) weeks.

Regular Full Time Appointment shall mean employment that is not conditional on some predetermined future termination date.

Temporary Full Time Appointment shall mean employment that is determinate (i.e., has a predetermined start and termination date).

Article 3 – Recognition

3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes:

all persons employed by the University of Guelph at the Ridgetown campus in the Municipality of Chatham-Kent as regular full-time, temporary full-time, or casual employees who are directly involved in the development, delivery and/or coordination of non-degree educational courses/programs, including: College Professor, College Research Professor, and College Lecturer; and

all persons employed by the University of Guelph, in Clinton, Ontario in the Municipality of Central Huron at the Regional Equine & Agricultural Centre of Huron (REACH) as regular full-time, temporary full-time, or casual employees who are directly involved in the development, delivery and/or co-ordination of non-degree educational courses/programs, including: College Professor, College Research Professor, and College Lecturer;

save and except:

a) persons employed as Director, those above the rank of Director and anyone appointed to act as Director or above;

b) persons employed as Associate Director, and anyone appointed to act as Associate Director;

c) persons employed as the Administrative Assistant to the Director;

d) persons employed in the Business Development and Training Group who are not involved in the delivery of the Veterinary Office Administration (Ridgetown) Certificate or Performance Horse Handler Certificate (REACH);

e) Emeritus College Professors who do not otherwise hold an appointment in the bargaining unit;

f) Retirees who do not otherwise hold an appointment in the bargaining unit;

g) Visiting Professors and persons, including Visiting Fellows, holding visiting appointments of one year or less, while on leave from another university, institution, firm or government agency, unless they:

   i. are directly involved in the development, delivery and/or co-ordination of non-degree educational courses/programs; and,

   ii. receive compensation from the University of Guelph;

h) adjunct professors;

i) research associates, research assistants, postdoctoral fellows;

j) persons who hold internships in the OVC;

k) teaching assistants, lab assistants;

l) markers;

m) grant and trust-funded employees;

n) persons for whom a trade union held bargaining rights at the University of Guelph as of the date of this application to the Ontario Labour Relations Board; and,

o) any position to which the compact between the University of Guelph and the Professional Staff Association applies as of the date of this application to the Ontario Labour Relations Board.

Clarity Note 1: The bargaining unit does not include employees who attend a non-degree educational course as a guest lecturer. “Guest Lecturer” means a person engaged by reason of professional status or unique qualifications to give occasional lectures or seminars, making up part of a course. For purposes of further clarifying this definition, “occasional” shall normally not be more than three (3) lectures or seminars per course per semester. It is understood that the use of a guest lecturer(s) shall not result in any loss of pay for an employee hired to teach that particular course.

Clarity Note 2: No person is excluded from the bargaining unit for the sole reason that they perform the duties of a Program Coordinator.

Article 4 – Management Rights

4.1 Subject to the provisions of this Agreement, the Association acknowledges the exclusive right of the University to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as established in the *University of Guelph Act*, *1964*, as amended from time to time.

4.2 In the implementation of the provisions of this Agreement, the University shall exercise these rights fairly and equitably.

Article 5 – Association Rights and Privileges

Association Membership and Service

5.1 Every Member shall have the right to join the Association and, as a Member of the Association, participate in its activities. Management shall not interfere with Members of the Association attending Association meetings or attending to Association business, providing that such participation or attendance does not interfere with the performance of the Member’s responsibilities under this Agreement.

5.2 No person shall be required to be a Member of the Association as a condition of employment.

Space and Services

5.3 The University shall continue to provide the Association with accessible services.

5.4 The Association may use all internal services to be charged at the internal user rate. The Association shall continue to be provided with an internal billing code.

5.5 The Association shall have use of the internal campus mail service for Association business without charge.

5.6 The Association shall have access to University meeting rooms (including audio-visual equipment) for Association business according to normal booking procedures and regulations.

Article 6 – Release Time – Union Executive

6.01 Management shall provide between two (2) Members, on an annual basis, as designated by the Association, the total equivalent of three hundred and seventeen (317) allotted hours.

Article 7 – Academic Freedom

7.1 The Parties acknowledge that the University is committed to the pursuit of truth, the advancement of learning and the interpretation and dissemination of knowledge through teaching (including extension, technology transfer and training*),* research and scholarship*.* Academic freedom is essential to the carrying out of these functions.

7.2 The Parties agree to abide by the principles of academic freedom as expressed in this Article. Furthermore, the Parties recognize that universities are communities in which the right to criticize all aspects of society is valued and respected.

7.3 Academic freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate, and comment without deference to prescribed doctrine. It involves the right to express personal opinion freely and publicly and to criticize the University, society at large and the government of the day. Specifically, academic freedom entitles Members to the following:

a) the pursuit of scholarship and research and in publishing or making public the results thereof; and,

b) freedom from institutional censorship.

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

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

7.6 The Parties agree to uphold and protect the principles of academic freedom as specified herein and take necessary steps to protect Members from harassment, threats, or abuse intended to limit or inhibit the exercise of academic freedom.

7.7 The exercise of academic freedom as per this Article shall not be grounds for disciplinary proceedings.

Article 8 – Conflict of Interest and Conflict of Commitment

Conflict of Interest

8.1 In this Article, relationship means any relationship of the Member to persons of their immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.

8.2 An actual or apparent conflict of interest arises where a Member is in a situation where their financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.

8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.

8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Director.

8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Director as soon as possible after becoming aware of it.

8.5 Following receipt of a notice of conflict, the Director shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.

8.6 Where a conflict of interest has been asserted by a third party, the Director shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.

8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits themselves or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.

8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

8.9 With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University.

8.9.1 Members must refrain from any external activity which interferes with a Member's responsibilities to the University. A Member will not use their University position to promote and/or advance their private interests.

Article 9 – Duration

9.1 The duration of the agreement is May 1, 2025 until April 30, 2028.

Article 10 – Copies of the Agreement

10.1 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.

10.2 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.

10.3 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 with listed articles linked to the relevant text. 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, at no cost to the Member or the Association.

10.4 The University shall provide the Association with ten (10) additional copies of the Agreement at no cost to the Association.

10.5 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.

Article 11 – Dues Check-Off

11.1 The University shall deduct from the pay of every Member of the Bargaining Unit such fees, dues, or assessments as may be authorized from time to time, in writing, by the Association.

11.2 The Association shall advise the University in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. The Association shall limit the number of changes to no more than three (3) per calendar year.

11.3 The University shall remit the amounts deducted pursuant to Article 11.1 to the Association on or before the second pay of the month in which deductions have been made. When the amounts are remitted, the University shall inform the Association of the names and category of appointment of Members from whose salary deductions have been made, the amount so deducted from the Members' salaries, and the year-to-date totals.

11.4 The Association agrees to indemnify and save the University harmless from any claims or any liability arising out of deductions of money for dues made in accordance with the Association's instructions.

Article 12 – Labour Management Committee

12.1 A Labour Management Committee shall be established within one month of the ratification of this Agreement by the Parties.

12.2 The Labour Management Committee shall be composed of three (3) representatives of the Association (named by the Association) and three (3) representatives of the University (named by the University). At least two (2) representatives of the University and two (2) members of the Association must be present at any meeting of the Labour Management Committee.

12.3 The Labour Management Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the Grievance and Arbitration procedures. Labour Management Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual cooperation and respect. In light of this objective, this Article does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.

12.4 The Labour Management Committee shall meet once per semester and at other times as it decides. Regular meetings may be waived by agreement of both Parties. In addition, the Labour Management Committee shall convene a meeting within ten (10) days following receipt of written notice from either the Association or the University. Each member of the Labour Management Committee shall receive notice no less than five (5) days before the scheduled date of any meeting and shall receive the agenda of each meeting at least two (2) days in advance of the meeting.

12.4.1

a) Nothing herein shall be deemed to preclude a Member from discussing problems with the Director, Associate Director, Academic Quality and Student Success (Associate Director), representative of the Dean or FASR, provided no agreements are reached that are inconsistent with the provisions of this Agreement. Such meetings do not preclude the Association from proceeding with an informal or formal grievance pursuant to Article 24.

b) Nothing herein shall be deemed to preclude the Director, Associate Director, representative of the Dean or FASR from meeting with a representative(s) of the Association, provided any resolution reached is not inconsistent with the provision of this Agreement. Further, any resolution arising from such a meeting will be considered as without prejudice or precedent without the written approval of the Association and the Assistant Vice President (Faculty and Academic Staff Relations) or designate. Such meetings do not preclude the Parties from proceeding with an informal or formal grievance pursuant to Article 24.

12.5 The Labour Management Committee shall not have the power to add to, or modify, the terms of this Agreement.

Article 13 – Correspondence and Information

13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service.

13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:

a) by February 1st, an annual list (at December 31st) of all Members containing their names, categories of appointment, birth dates, University addresses, genders, salaries, Departments, highest degrees obtained, and years of highest degree;

b) within thirty (30) days of the end of each semester, a list of the names of all Members whose employment has been terminated during the semester, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;

c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, salary, birthdate, gender and University address of such Member;

d) by February 1st, an annual list (at December 31st) of all Members who are on Leave during the present Academic Year and the type of Leave they are on;

e) by February 1st, an annual list of all courses taught by Members and non-Members for the preceding Academic Year, with the following information identified: course number, semester of the class, name of the instructor(s), number of students in the class;

f) within ten (10) days of posting, copies of advertisements for searches;

g) copies of position descriptions, where they exist, shall be provided to the Association upon written request;

h) copies of all health benefit contracts shall be provided to the Association upon written request; and,

i) benefit usage rates shall be provided to the Association no more than once per year upon written request.

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

a) when they have been approved by the Board, the University's annual audited financial statement and semesterly reports of the University, including all appendices, supplements and ancillary documents;

b) a copy of the approved University budget;

c) when they are distributed to Board members, notice, agenda, and accompanying exhibits for public sessions of the meeting of the Board of Governors, and after approval by the Board, minutes of the previous meeting;

d) at the time of distribution, notice of meeting, agenda, and a copy of the public minutes of the Senate;

e) at the time of election or appointment, the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to the Board of Governors or Senate committees, with any terms of reference for those committees; and

f) such other information as may be set out elsewhere in this Agreement.

13.4 The Association agrees to provide the University with the following information:

a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;

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

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

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

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

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

13.5 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through the Labour Management Committee and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.

13.6 Unless otherwise provided for by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University.

Article 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:

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;

k) copies of materials reflecting professional development and achievement; and

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, their 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 their Official File their written comments on the accuracy, relevance, meaning, or completeness of any of the contents of their 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 their 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 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 their 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 Assistant Vice President (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;

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/liaison 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, in consultation with the Member.

15.7.1 The Associate Director shall provide to all RFT Members, by May 30, a list of assigned courses and any other duties. This 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 list shall be provided to the Association.

15.8 If the Associate Director and the Member cannot agree on the assigned courses 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.

Workload for College Professors or College Research Professors

15.9 In recommending/determining a Member's teaching workload, the Associate Director 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 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.

15.11 The Director or designate shall finalize the Member's assigned teaching, in writing, 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 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 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. 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 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 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 There shall normally be no change to the teaching schedule within twenty (20) days of the commencement of classes. The University will make best efforts to provide the finalized teaching timetable 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 (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 (5^{th}) year of consecutive employment. 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 17 – Administrative Appointments (Program Coordinators)

Administrative Effort

17.1 The effort allocation for coordinators shall reflect the percentage of time to be spent on coordination activities.

Assigned Duties and Responsibilities for Administrative Appointments

17.2 Tasks and responsibilities will normally include:

a) advising students;

b) promoting of academic programs;

c) curriculum development/review;

d) serving on various academic program committees;

e) student recruitment/liaison work;

f) making teaching workload recommendations to the Associate Director or equivalent;

g) making staff development recommendations to the Associate Director or equivalent;

h) administering specific academic unit budget;

i) program operational administration;

j) providing functional guidance to academic staff in support of program administration;

k) organizing or chairing various teaching meetings; and,

l) assisting in the teaching observation process.

Term

17.3 Administrative appointments will be for a term of no less than three (3) years and no more than five (5) years. Appointments for a period of three (3) or more years are subject to the Director's ability (when applicable) to extend or renew the employee's academic appointment. An administrative appointment does not in any way guarantee or imply that an individual on a reduced workload or a contractually limited appointment will have their appointment increased up to twelve (12) months.

17.4 The term of an administrative appointment may or may not be the same as the term of an academic appointment. It is understood that if an academic appointment is not renewed, the administrative appointment will not continue or be renewed.

Selection Process and Search Committee

17.5 Administrative appointments and renewal of administrative appointments will be made by the Director. In making their decision, 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 with the search process.

17.6 A Search Committee will be formed for each administrative appointment.

17.6.1 Membership of the Search Committee shall normally be:

a) The Associate Director or equivalent (who shall act as Chair);

b) Two (2) Members elected by the Members;

c) One (1) student representative (appointed by the Director); and,

d) One (1) staff or UGFA Unit 1 member (appointed by the Director).

17.6.2 Eligibility

UGFA Unit 1 or Unit 2 Members are eligible to hold an administrative appointment.

17.6.3 Posting

All Program Coordinator searches shall be posted in a public location so as to ensure that the Members are aware that such a search is commencing and that they may wish to submit their name for consideration. The posted locations shall be in a prescribed physical location as well as online at http://campusnet.ridgetownc.com with an email notification of such positions.

Review and Renewal Process

17.7 Upon review, an appointment may be renewed for one (1) additional term. All Members, including those who previously or currently hold such appointments, may compete for further appointments.

17.8 An incumbent wishing to be reviewed for purposes of renewal of an administrative appointment will so advise the Director no less than four (4) months, and no greater than six (6) months prior to the expiring of their current appointment.

17.9 The Director will strike a Review Committee. The membership of a Review Committee shall be consistent with 17.6.1 above. The Review Committee shall seek input from the Campus Community and shall make its recommendation to the Director with respect to renewal.

Acting and Interim Appointments

17.10 An acting or interim administrative appointment shall be made by the Director. Such appointment, if greater than one (1) month, shall include a pro-rated stipend as per the provisions of Article 40: Compensation. An interim appointment shall not exceed twelve (12) months. Circumstances under which an acting or interim appointment is made may include but are not limited to the following: an unexpected resignation, an approved leave, the introduction of a tentative new academic program or initiative.

17.11 Interim Administrative Appointments are not meant to replace the search process. If the position of coordinator becomes vacant a search process will be commenced as soon as management determines is practicable.

Stipend

17.12 All administrative appointments will be paid a stipend as per the provisions of Article 40.5.

Article 18 – Performance Assessment

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

a) Ensures consistency, equity, fairness, transparency and accountability of the process and its outcomes;

b) Ensures Members know explicitly what criteria are used for performance assessment;

c) Provides constructive feedback and reasons for decisions aimed at improving and maintaining Members' performance; and,

d) Aligns with the mission and strategic research and teaching directions of the University of Guelph.

18.2 Members will be considered annually 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 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 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. 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 performance. The Member will document their relevant contributions, 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 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 October 31st.

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

18.11 Failure to provide the Planning and Assessment Templates to the Associate Director by 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 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:

a) The Associate Director will act as chair of the committee and will be provided with a second vote to break any potential ties; and

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:

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,

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 to seek feedback on the performance of their administrative responsibilities. It is also expected that the Associate Director will request feedback from direct reports and other peers as it relates to development and the employee's effectiveness in the administrative role (e.g. for the Program Coordinators, the Associate Director 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) 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 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, or designate. 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 Research Review Committee shall conclude deliberations no later than 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 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 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. The Performance Summary: Administration will be placed in the Member's Official File. The Associate Director shall provide the assessment no later than 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 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 shall meet with the Member to discuss the outcome of the performance assessment.

18.28 A rating of "Improvement Required" or "Unsatisfactory" in teaching, research, or administration will result in a performance assessment in the non-biennial year and 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 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 within ten (10) days of the date of the request.

18.36 The Associate Director 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 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 19 – Course / Teaching Assessment

19.1 Student assessment of teaching/courses shall be conducted in accordance with the Provost's Protocol for student assessment of teaching/courses and in accordance with University Policy as it pertains to all instructors.

19.2 The results of the student assessment of teaching/courses shall be received by the Member five (5) days after final grades are due.

Article 20 – Study/Research Leave for Regular Full time Members

20.1 Study/Research Leaves are to serve the objectives and mission of the University by providing eligible Members with an opportunity to maintain and enhance the quality of their research, teaching, and professional skills, thereby assisting the University to:

a) achieve its strategic directions;

b) fulfill its commitments associated with the Ontario Agrifood Innovation Alliance; and,

c) continue its contributions to the Ontario agri-food sector.

Study/Research Leaves are also intended to promote scholarly and professional objectives through the extension of the range of contacts to other people, places, experiences, and ideas.

20.2 The generally satisfactory performance (i.e., overall performance of "Good" or better) of the Member and the purpose and derived benefit(s) of the proposed leave will determine eligibility for a Study/Research Leave.

20.3 A Member is eligible for a first Study/Research Leave after eight years of continuous service.

20.4 Subject to Article 20.2 and Article 20.3, a Member who is a College Professor may apply for Leave as in 20.4 (b). A College Research Professor may apply for Leave as in 20.4 (a) or 20.4 (b).

Study/Research Leave options:

a) eight (8) consecutive months, at 90% of the Member's actual salary;

i. Subject to approval and based on operational requirements, College Research Professors may request Leave allocated as two non-consecutive periods of 4 (four) months.

b) four (4) consecutive months, at 90% of the Member's actual salary.

20.5 A Member may apply for subsequent Study/Research Leave(s) subject to Article 20.2 and Article 20.4 after working an additional eight (8) years of continuous service.

20.6 Applications for a Study/Research Leave shall be submitted to the Director, a minimum of one year in advance of the commencement of the proposed leave. Applications shall include:

a) a detailed statement and a clear plan of objectives and anticipated accomplishments during the leave, with reference to Article 20.1;

b) an indication of the commencement dates of the proposed leave and the duration requested;

c) a written statement that the Member will not engage in paid employment while on Study/Research Leave without the prior written approval of the Director;

d) a plan of how the Member's contractual research responsibilities associated with the Ontario Agrifood Innovation Partnership will be handled during the period of leave; and,

e) any other supporting documentation which the Member wishes to submit to support the application.

20.7 The Director, following their assessment of the application, will inform the applicant in writing of their decision no later than one (1) month following the date of receipt of the Application.

20.8 If the application for Study/Research Leave is approved, the leave shall either be granted or deferred. Deferral will not be more than one (1) calendar year.

20.9 Any Member whose Study/Research Leave has not been approved by the Director may appeal to the Dean. Appeals are restricted to consideration of the academic and professional merits of the case and shall not relate to a requirement to delay the leave.

20.10 A Member on Study/Research Leave is eligible Merit Pay.

20.11 Within one (1) month of return from Study/Research Leave, the Member shall submit to the Director a written report describing what has been accomplished in relation to the initial and approved leave plan.

20.12 The Member shall return to the University for a period of twelve (12) months after the Study/Research Leave. If the Member does not return or serves less than twelve (12) months after the leave, the Member shall reimburse the University for one-half of the remuneration paid during the leave.

Article 21 – Member Termination and Reduction

21.1 The University acknowledges the critical importance and value of a continuing, experienced workforce of Members who sustain the delivery of quality academic programs and services to the agriculture and food industry and various clients. However, the University may be required to reduce Member positions or Member workload because work becomes unavailable due to the uncertainty of the overall funding levels at the Campus, contract funding expiration, and changes in academic programs and restructuring that are necessitated for academic reasons.

21.2 Consistent with Article 1**:** Preamble, Management will act in a fair and equitable manner with respect to Member terminations and/or reductions.

21.3 The University will consult with UGFA prior to any decision to terminate employment of Members necessitated by reductions in Campus funding and for academic reasons.

Notice to the Union

21.4 Where Management determines the need to implement a Member termination(s) and reduction(s), it shall provide as much notice as is reasonably possible and, where possible, no less than (20) days advanced notice to the Association.

21.5 The notice required under 21.4 above will advise the Association as the reasons and positions affected by the terminations and reductions. The University's decision to reduce positions and to terminate the employment of Members will involve consideration of alternative solutions intended to avoid or reduce the need for employment terminations.

21.8 Regular Full Time Members terminated or reduced under this Article because of work being unavailable, changes in academic programs or restructuring will be eligible to receive the enhanced termination payment outlined in 21.9.

21.9 The enhanced termination payment for Regular Full Time Members is equal to three weeks salary (if notice worked) per year of continuous service, or four weeks salary (if notice period not worked) per year of continuous service, to a maximum of twenty (24) months. It is agreed that this termination payment is in full satisfaction of the University's notice and severance obligations to any Member who receives this payment. Any Member who receives an enhanced termination payment will be considered to have their employment with the University severed and as a result will forfeit any rights under this Agreement.

Article 22 – Academic Fraud and Misconduct

22.1 Academic Fraud or Misconduct does not involve an honest error, conflicting data, differences in the interpretation or assessment of data, or experimental design or practice unless there has been an intent to mislead.

22.2 Academic Fraud or Misconduct in Research/Scholarship includes:

a) fabrication and falsification of research findings or scholarly materials;

b) plagiarism;

c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;

d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts, or data obtained through access to manuscripts or grant applications during the peer review process;

e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;

f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting, or reporting Research/Scholarship;

g) intentional unauthorized diversion of Research/Scholarship funds of the University, federal or provincial granting councils, or other sponsors of research;

h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or Board of Governors that are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;

i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public; and/or,

k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stockholding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly traded company.

Procedures

22.3 Any investigation related to allegations of misconduct in research and scholarly activity shall be conducted in accordance with the investigation process as outlined in Article 23.

22.4 Any discipline imposed on a Member for misconduct in research and scholarly activity shall be subject to Article 23.

22.5 A Member accused of fraud and/or misconduct shall only be responsible for providing scholarly activities materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the employer may consult at its expense and according to the rules of the host institution.

Article 23 – Investigation of Allegations and Discipline

Preamble

23.1 Disciplinary action shall be only for just cause and in accord with the provisions of this article.

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

23.3 Remedial actions, such as attendance at human rights awareness or anger management, may be imposed by the University where an investigation has resulted in concerns regarding the safety and well-being of others or the Member, or are otherwise designed to assist with the Member's success in the workplace. Such action will not be considered to constitute discipline.

23.4 All investigations will be conducted as expeditiously as possible.

Investigation

23.5 The University may investigate any allegation which, if proven, would warrant taking disciplinary action against a Member.

23.6 If a complaint in writing has been received by the University, the Member and the Association shall, at the time of notification of the investigation be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.

23.7 Where the University will be investigating any allegation about a Member that, if proven, would warrant disciplinary action against the Member, subject to Article 23.11.1 below, the Member will be notified by the Dean or designate as soon as is practicable of the reasons for, and the nature of, the planned investigation.

23.8 A Member shall have the right to receive assistance and representation from the Association and the University shall inform the Member of this right.

23.9 The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms to this Article.

23.9.1 Any breach of the investigatory 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.

23.10 If the circumstances warrant it, during an investigation the University may remove a Member with pay. Such investigation will occur as expeditiously as possible.

23.11 Subject to Article 23.11.2 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,

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; and,

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.

23.11.1 The University will provide a list of the persons identified as per Article 23.11(d) whom it has not contacted, if any, and provide a written explanation.

23.11.2 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 University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Association, or designate, immediately.

23.12 Members and the University shall maintain the confidentiality of the investigative process, its findings, 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 confidentiality may put a person or University property at risk of significant harm or if the University is legally required to disclose. In such a case, the University shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

23.12.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 23.12 above.

Tentative Results of the Investigation

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

23.14 Pursuant to Article 23.13, the University shall either:

a) advise the Member that discipline will not be imposed, and that the investigation is closed; 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.

23.15 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.

Disciplinary Measures

23.16 Disciplinary measures that the University might take against a Member are limited to:

a) written warning or reprimand;

b) suspension; or,

c) dismissal for cause.

23.17 A written warning or reprimand shall be identified as a disciplinary measure and shall contain a statement of the reasons for the discipline.

23.18 A suspension 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.

23.19 Dismissal means the termination of a Member's appointment without the Member's consent before retirement/resignation or the end of the contract.

23.19.1 Non-renewal of a Temporary Full-time appointment does not, in and of itself, constitute dismissal.

23.19.2 Grounds for dismissal of a Member shall be:

a) gross misconduct which may be found to arise from a single incident, but which also include repeated serious misconduct;

b) failure to discharge responsibilities through incompetence or neglect of duties; or,

c) abandonment of duties.

Disciplinary Process

23.20 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.

23.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.

23.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 24: Grievance and Arbitration.

23.23 Where disciplinary action has been taken, the University shall only notify individuals with a demonstrable need to know.

Sunset Provision

23.24 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 that are not successfully grieved.

Restrictions on Discipline

23.25 If a University rule, regulation, or policy has been violated by a member, the University rule, policy or regulation 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 a violation of such a rule, policy or regulation.

23.26 No investigation under this Article shall be initiated by Management 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.

23.27 Only the Dean or designate may suspend or terminate a Member.

Article 24 – Grievance and Arbitration

General

24.1 The Parties agree to attempt to resolve disputes arising from this Agreement amicably and promptly.

24.2 In order to ensure that Grievances of Members are remedied in a reasonable, just, and equitable manner, the University and the Association mutually agree that the procedure

for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.

24.3 The University agrees that at any stage of the informal resolution and/or grievance procedure, Members have the right to be accompanied by an Association designate.

24.4 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Association.

24.5 The time limits in the Grievance procedure may be extended only by mutual written consent of both the Assistant Vice President (FASR) or designate and the President of UGFA or designate. Similarly, no step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement. Consent to the extension of these time limits will not be unreasonably withheld.

Definitions

24.6 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Member and initially presented to the Dean or designate in accordance with Article 24.9.

24.7 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially presented to the Dean.

24.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.

24.8 A Policy Grievance is a difference arising between the University and the Association as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.

24.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association or designate or the Assistant Vice President (FASR) or designate, as the case may be, and submitted to the Assistant Vice President (FASR) or designate or the Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.

24.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

24.8.3 If the Policy Grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days, that it intends to proceed to Arbitration pursuant to this Article.

Informal Resolution

24.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. If a Member has a

complaint/dispute that may give rise to a Grievance, the Member and/or an Association designate shall first discuss the matter at a meeting arranged for this purpose with the Dean or designate within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.

24.10 The Dean or designate shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, and the Association, will be forwarded to the Member, the Executive Officer of the Association or designate and to the Assistant Vice President (FASR) or designate.

24.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Assistant Vice President (FASR) or designate pursuant to this Article.

24.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.

24.13 An Individual, Group, or Policy Grievance shall include the following:

a) the date of presentation;

b) the nature of the grievance;

c) where applicable, the names of the grievor(s);

d) the remedy sought;

e) the article, section, or sections of this Agreement allegedly violated, or the alleged occurrence said to have caused such Grievance; and,

f) applicable signature(s).

Formal Grievance Procedure

24.14 Following receipt of a Formal Grievance, the Assistant Vice President (FASR) or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Assistant Vice President (FASR) or designate shall reply in writing within fifteen (15) days of that meeting.

24.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

24.16 In the case of a Member who has been suspended or discharged, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Assistant Vice President (FASR) or designate. The Assistant

Vice President (FASR) or designate will respond within five (5) days of the date of receipt of the Grievance.

24.17 In all cases involving dismissal and discipline the burden of proof shall be on the University to establish its case.

24.18 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.

24.19 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

Arbitration

24.20 Powers of the Arbitrator:

a) Except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the *Ontario Labour Relations Act*, as amended from time to time.

b) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

c) In the event an Arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award they may deem just and reasonable that would be consistent with the terms of this Agreement.

24.21 The decision of the Arbitrator shall be final and binding upon the Parties.

24.22 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties subject to the award of costs by the Arbitrator as part of the remedy.

Article 25 – Health and Safety

25.1 The University and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the University and the Members have responsibilities delineated in the *Occupational Health and Safety Act*, as amended from time to time (hereinafter referred to as the "*Act*").

Responsibilities of the University

25.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety, and security of Members as they carry out their responsibilities. To that end:

a) The University shall comply with the provisions of the *Act*;

b) In keeping with the provisions of the *Act*, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to 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.

c) The University shall provide Members with access to information relevant to their workplace health and safety through the Environmental Health and Safety portion of the Human Resources website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable legislation. Policies and resources relating to terms and conditions of employment and workplace conditions may be found in Appendices A and B.

d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training, and the right of Members to refuse unsafe work, consistent with the *Act*.

e) The University will take those measures that it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.

f) The University shall extend the same standards and measures regarding health and safety at the Guelph campus to any outside workplace that is managed by the University. These include but are not limited to ensuring the establishment and currency of an Asbestos Inventory and the establishment and currency of a Chemical Inventory System.

g) The University shall establish and maintain Emergency Response Protocols. The University shall provide, to campus police, an up-to-date contact list of all Members and their workplaces. This list will be updated on a semesterly basis, or as needed.

h) In keeping with the provisions of the *Act*, when circumstances require appointing a Member as a supervisor, the University shall appoint a competent Member as defined in the Act.

25.3 The University agrees to pay the cost of Level 1 certification for Members on Joint Health and Safety Committee. The University will provide paid time off for Members. Such paid time will be approved and scheduled through consultation with the Director.

25.4 The University will respond in writing, within fifteen (15) days, to all recommendations from the Joint Health and Safety Committee. This response will include the action to be taken and the timeline for its implementation, or reasons for not acting on the recommendations.

Responsibilities of Members

25.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs, and procedures specified by the University (see 25.2(b)). Supervisors shall complete and remain current with legislated and required

training as established and made available by Environmental Health and Safety. In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable regulations and University Health and Safety policies, programs and procedures and shall notify the University of any non-compliance.

25.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment.

25.8 Members shall advise the Director or designate of any circumstance that comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

Joint Health and Safety Committee

25.9 The University and the Association agree to participate in the Joint Health and Safety Committee in accordance with the Committee's terms of reference.

25.10 The Association shall have the right to appoint one representative to the Joint Health and Safety Committee.

25.11 The Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

Article 26 – No Discrimination and No Harassment

26.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.

26.2 The Parties agree to abide by the *Ontario Human Rights Code*, as amended (for the purposes of this Article, the "*Code*").

26.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the *Code*. The *Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

26.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the *Code*, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 26.3.

26.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.

26.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, category of appointment, performance assessment, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits by reason of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities by reason of:

a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or,

b) creed, or political affiliation or belief or practice; or,

c) sex, sexual orientation, gender identity, gender expression, physical attributes, marital status, or family status; or,

d) age; or,

e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member's Responsibilities. This exception shall not relieve the University from its duty to accommodate in accordance with the Code or other applicable legislation); or,

f) place of residence (see 26.7); or,

g) membership or participation in the Association.

26.6 Article 26.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.

26.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of their responsibilities.

26.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.

26.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, Aboriginal people, visible minorities, persons with disabilities, and women.

26.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to

remove such behaviors and institutional cultures from the University's working and learning environment.

26.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:

a) pursuing rights under this Article; or,

b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, the Human Rights Policy of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 26.10.

26.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, initiate a procedure under the University's Human Rights Policy or this Agreement, or influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.

26.13 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.

26.14 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

Article 27 – Accommodation of Members with Disabilities

27.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Agreement, all Members with disabilities to avail themselves of the services at the University that may facilitate their contributions to teaching, research, and scholarship.

27.2 The Parties agree to act in accordance with applicable legislation.

27.3 No Member shall be subjected to retaliation or reprisal for acting to obtain Accommodation for themself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 28 – Religious Accommodation

28.1 A Members is entitled, upon giving due notice to the person to whom they report, to rearrange their duties so they can observe the religious obligations and practices of their faith. For recurring religious obligations and practices, a single notice shall suffice.

Article 29 – Maternity/Parental Leave

Eligibility and Application

29.1 The provisions of this Article shall apply to all RFT Members. For Members holding TFT and College Lecturer Appointments, all provisions of this Article shall apply except for Article 29.8 to Article 29.12 (Supplemental Income Benefit).

29.2 A Member shall give written notice to the Director or designate of their intention to take Maternity and/or Parental Leave normally three (3) months prior to the commencement of the Leave.

29.3 Where both parents are Members and are qualified to take Leave under the provisions of this Article the Leave may be shared. In this case, both Members shall provide notification to the Director or designate three (3) months prior to the commencement of the Leave. The combined Leave provision provided to both Members shall not exceed fifty-two (52) weeks of Maternity/Parental Leave. Additional Unpaid Parental Leave may be requested as per 29.14.

29.4 The notice periods above may be waived if the Member stops working as a result of complications with the pregnancy or because the child comes into the care or custody of the parent sooner than expected.

Leave Provisions

Maternity Leave

29.5 Upon the birth of a child, a Member shall be entitled to up to seventeen (17) weeks of Maternity Leave as per the *Employment Standards Act*.

Parental Leave

29.6 For a Member who has taken Maternity Leave as provided for under Article 29.5, the Member shall also be entitled to up to an additional thirty-five (35) weeks of Leave as per the *Employment Standards Act*.

29.7 For a Member who is not eligible to take Maternity Leave under Article 29.5 (e.g., father, same-sex partner, or adoptive parent), the Member shall be entitled to up to thirty-seven (37) weeks of Parental Leave as per the *Employment Standards Act*.

Supplemental Income Benefit

29.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.

29.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.

29.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.

29.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.

29.11 During the period of Maternity/Parental Leave as specified above, an eligible Member shall receive from the University:

a) for the first two (2) weeks, 95% of their normal salary;

b) for up to a maximum of fifteen (15) additional weeks of Maternity/Parental Leave, an amount equal to 95% of their normal salary, less applicable EI weekly earnings;

29.12 The seventeen (17) weeks of Supplemental Income Benefit provided for Parental Leave under b) above may be shared between eligible Members (i.e., one parent may take ten (10) weeks and the other may take seven (7) weeks or any combination thereof).

Additional Unpaid Parental Leave

29.13 All Members are eligible to apply and be considered for Unpaid Parental Leave.

29.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 29.5, 29.6 or 29.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the Employment Standards Act.

29.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Director or designate normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.

29.16 Unpaid Parental Leave is available to be shared between both parents.

29.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).

29.18 Participation in the University Group Insurance Benefits may be continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.

29.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 30: Leave Without Salary. Such request is made to the Director or designate.

General Provisions

29.20 A Member who has taken Maternity/Parental Leave and/or Unpaid Parental Leave will have decisions related to Performance, Planning, Assessment and Development deferred by one year for each such Leave. Such a deferral shall be granted automatically unless a Member requests to have the deferral waived.

29.21 A Member on Maternity/Parental Leave will continue to receive University benefits while on leave on a normal cost-sharing basis. Participation in the Pension Plan is optional for the Member.

29.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of the Article 32: Sick Leave shall apply.

29.23 It is expected that a Member will return to employment at the University following a Parental/Maternity Leave.

29.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume their position at the same rank and their normal salary and benefits, including any intervening salary and benefit adjustments provided for under this Agreement.

Article 30 – Leave without Salary

30.1 Non-Probationary RFT Members may apply for a Leave of Absence without pay. An application for such a Leave will be given due consideration and may be granted where the Dean determines that the Leave will not interfere with operational requirements. It is understood that the period of leave without salary will not be used for private, external professional consultation for financial gain that could have been performed at the University unless the Dean has approved this activity.

30.2 A Leave of Absence without pay shall not normally exceed one year. The Dean, on recommendation from the Director, may modify this restriction in individual cases.

30.3 While a Member is on a Leave of Absence without pay, the University will not contribute towards the cost of benefits. The Member may elect to pay both the University and Member cost of benefits during the period of Leave.

30.4 Any application for a Leave of Absence shall be made by the Member to the Dean or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.

30.5 The Dean shall consult with the Director. The Dean shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.

30.6 Subject to other Articles of the Collective Agreement, a Member, upon returning from a Leave of Absence, shall normally be placed, at a minimum, at the same type and term of appointment held at the commencement of the Leave.

30.7 Subject to other Articles of the Collective Agreement, upon returning from a Leave, a Member will receive salary of not less than that received immediately prior to the period of the Leave, normally adjusted by any base salary adjustments that may have taken place in the interval.

Article 31 – Vacation Leave

31.1 a) For Regular Full Time and Temporary Full Time employees the vacation year will be January 1st to December 31st, and the schedule will be as follows:

15 days/yr from start date to the beginning of the calendar year in which the employee completes 2 years of service

22 days/yr in the year the employee completes 2 years of service

23 days/yr in the year the employee completes 8 years of service

24 days/yr in the year the employee completes 12 years of service

26 days/yr in the year the employee completes 16 years of service

30 days/yr in the year the employee completes 25 years of service

b) For reduced workload appointments (e.g., 8, 9, 10 months), vacation entitlements will be prorated to the length of the appointment with no accumulation of credits in the predetermined period of unpaid status.

31.2 Employees accumulate vacation credits based on how many years of service they will complete in that year. It will be assumed that all vacation accumulated each year will be taken in the year in which it was earned. The employee is responsible for consulting with the Associate Director or equivalent regarding any reasons that prevent them from taking vacation.

31.3 An employee may submit a request to the Director to carry over a portion, up to a maximum of 10 days, of vacation entitlement into the next year. Such approval shall not be unreasonably denied and shall be provided in writing.

31.4 If an employee terminates, the University will deduct from the final pay any amount previously paid for used but unearned credits.

31.5 After one month of unpaid status, vacation credits cease to accrue. However, vacation credits continue to accrue during maternity, adoption, and parental leaves, during the first 26 weeks on Long Term Disability and during the first six months on WSIB benefits.

31.6 In scheduling vacations, the University will consider the wishes of employees but reserves the right to schedule vacations in accordance with operating requirements.

31.7 College Lecturer employees will receive 6% vacation pay on all regular hours worked in lieu of vacation accrual.

31.8 Consistent with the *Employment Standards Act*, vacation for regular full time and temporary full-time employees shall be a two-week period or two periods of one week each unless the employee requests in writing that the vacation be taken in shorter periods and the University agrees to that request.

Article 32 – Sick Leave (Short Term Disability)

Eligibility

Regular Full Time Members

32.1 If illness prevents RFT Members from performing their duties, the University will provide sufficient sick leave to continue full regular pay through, but not beyond, the required waiting period for Long Term Disability benefits.

32.2 RFT Members who will, after 90 calendar days (or 60 working days), become entitled by reason of disability to receive income protection at 66-2/3% of their salary rate at the time of commencement of the disability will receive an additional 13-1/3% of their basic wages for up to 4 months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.

Temporary Full Time Members

32.3 The University will credit a TFT Member employed with up to thirteen (13) days sick leave with pay for potential use, as follows:

a) three (3) working days in the first three (3) months of employment;

b) an additional ten (10) working days after three (3) months of employment.

32.3.1 On the Member's anniversary date the thirteen (13) sick days will be renewed.

Other Terms and Conditions for Sick Leave

32.4 No Member may claim sick leave during a period of unpaid status. Unpaid status is when a Member remains on the University payroll but receives no pay.

32.5 If illness prevents a Member from performing normal duties they must, as per departmental practice, inform the Director or designate.

32.6 If the Director anticipates that the eligible Member on sick leave will be away from work for more than thirty (30) calendar days, the Director must inform Occupational Health and Wellness to allow for the timely application for disability benefits should it become necessary.

32.7 When the Workplace Safety and Insurance Board compensates a Member, the University will continue the Member’s salary up to eligibility for Long Term Disability (or, in the case of a Temporary Full Time Member, to the limit of accumulated sick leave). The Member must reimburse the University for compensation received under the Act for which the University paid full salary. When a Temporary Full Time Member returns to work, the University will reinstate the sick leave used for the period payable under the Act.

32.8 For absences of five or more days, Member must provide medical evidence to Occupational Health and Wellness verifying the illness. The University may require evidence for shorter absences.

32.9 If a paid holiday occurs in a period of paid sick leave, the University will record it as a paid holiday not as a day of sick leave.

32.10 The University will notify the Association within five (5) working days of any Member who has filed a WSIB claim due to a lost-time injury, and in the case of Long Term Disability (LTD), of any Member who has been issued with an LTD application kit.

Article 33 – Family Medical Leave and Personal Emergency Leave

Purpose

33.1 Family medical leave may be taken to provide care or support to family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate indicating that they have a serious medical condition with a significant risk of death occurring within a period of 26 weeks.

Process for Approval

33.2 Members requiring Family Medical Leave shall notify the Director, or designate, as soon as possible, providing the certificate (per Article 33.1) issued by a qualified health practitioner.

33.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such leave will be without pay.

Personal Emergency Leave

33.4 A Member is entitled to a maximum of ten (10) days of Personal Emergency Leave. Personal Emergency Leave may be taken for such grounds as injury, medical emergency, death, illness, or other urgent matters relating to family members. The Member shall inform the Director or designate as soon as possible of the need to take such leave. Such leave will be without pay.

Article 34 – Court Leave

34.1 Absence on jury duty or as a subpoenaed witness is an excused absence and the University agrees to pay a Member who is required to serve as a juror or witness the difference between the regular pay they would have received for work which they were scheduled to perform during the period of their absence and the amount received by them as a juror.

34.2 It shall be the responsibility of the Member to provide proof of the period served as a juror and the amount paid to them for such services.

34.3 A Member who is subpoenaed as a witness shall receive full regular pay for such absence provided the litigation was not initiated by the employee.

34.4 Members who serve as a juror shall receive their full regular pay provided they submit the cheque received for such services to their department.

Article 35 – Political Leave

35.1 Members are free to participate in public life without any impediment from the University. A Member seeking election to public office shall be entitled to leave of absence without pay as follows:

a) for election to either the Parliament of Canada or the Legislature of Ontario, during the period from official filing of nomination to seven consecutive days after the election;

b) for election to the position of Mayor for seven (7) consecutive days prior to election day and three (3) days thereafter.

35.2 Should a Member's candidature for either the Federal Parliament or Provincial Legislature be successful, they shall be considered as being on leave of absence without pay from the date of their election to the date of the next Federal or Provincial (as the case may be) general election. Should they be re-elected at that general election, it is expected that they would formally resign from the University's employ. Should the Member not stand for re-election or should the Member be defeated they must return to work at the University within seven days of election day or forfeit their right to do so.

35.3 A Member on leave of absence without pay who is elected to either the Parliament of Canada or the Legislature of Ontario, and who is subsequently appointed a Minister of the Crown must resign their University position immediately upon assuming the official responsibility of their ministerial post.

35.4 A Member elected Mayor will be granted leave of absence for a period of up to two years without pay or, if the Member so chooses, may maintain their active employment for as long as they occupy the position provided they can continue to do full justice to their job at the University. Alternatively, they may remain on pay but with an appropriate reduction in pay according to the amount of time that must be devoted to the mayoral duties involved.

35.5 A Member elected Counsellor or School Trustee will be granted leave of absence to attend Council or Board meetings. A pay reduction commensurate with the time devoted to attendance at meetings will be made.

Article 36 – Military Leave

36.1 The University will grant a leave of absence with pay of up to two (2) weeks duration for the purposes of military service and will compensate the employee for whatever difference exists between the military pay they received, as evidenced by a statement from the proper authority, and their normal University wages or salary. During their absence the employee's normal wages or salary will continue and it will be their responsibility to reimburse the University that part of their military pay that is less than their regular University pay.

36.2 Military service of longer than two (2) weeks duration may be allowed but the period of the leave of absence in excess of two (2) weeks will be without pay.

Article 37 – Family Responsibility Time for Regular Full Time Members

37.1 The University will provide Family Responsibility Time, separate from Sick Leave and Paid Personal Leave, to assist Members with balancing their family and work responsibilities. Sick leave should be used only to provide Members with income during periods of their own illness.

37.2 The operational requirements of the University must be met. However, the University recognizes that effort is required to accommodate requests for Family Responsibility Time (FRT).

37.3 The University provides 7 days per year of Family Responsibility Time to each Regular Full Time Member. Members may use the time in amounts not less than one hour, and, if possible, should request the time in advance. The time will be granted unless precluded by operational requirements.

37.4 Family Responsibility Time is available on a "borrow" basis to be repaid by mutual agreement between a Member and their supervisor. For example, an employee may repay Family Responsibility Time by working shortened lunch breaks, starting earlier or working late. The minimum arrangement for re-payment of FRT must be in segments of no less than .50 hours.

37.5 Unused Family Responsibility Time does not accumulate from one year to the next. Members may draw FRT repetitively provided they do not exceed seven (7) days owing at any given time. An employee must repay all outstanding time by March 1 of the following year.

Article 38 – Paid Personal Leave (PPL) for Regular Full Time Members

38.1 Commencing January 1st of each year, Regular Full Time Members shall be allowed for “good reason” up to three days of PPL annually, which must be approved and granted by their supervisor, subject to operational requirements.

38.2 PPL does not accrue from one calendar year to another.

38.3 Each request for PPL must be made in writing, shall indicate the reason for the request, and normally must be submitted for approval to the Member’s supervisor at least five working days in advance except in cases of emergency (e.g., snowstorms).

38.4 Where the Member is requesting time off in cases of emergency time off will be granted without pay. The supervisor will discuss the situation with the Director and a decision will be made as to whether or not time is to be charged against PPL. Requests which would be charged against other forms of leave (e.g., sick-leave, family responsibility time, vacation will not be approved as PPL).

38.5 Employees will not be allowed to use PPL for purposes of extending vacations or for the day prior to or following a paid holiday.

38.6 PPL may not be taken in units of less than one hour.

Article 39 – Bereavement Leave for Regular Full Time Members and Multi-year Temporary Full Time Employees

39.1 Upon request, the University will grant leave with pay for up to five (5) consecutive scheduled workdays (at the time of the death) in the event of a death in the Member's immediate family.

39.2 Immediate family shall mean parent; stepparent; spouse; common-law spouse (including same-sex partner); child; stepchild; brother; sister; stepbrother; and/or, stepsister. Where the funeral occurs outside the province, the employee will be provided with a total of one (1) additional day for the purpose of traveling to and from the funeral (i.e., 6 days maximum).

39.3 Upon request, the University will grant leave with pay for up to three (3) consecutive scheduled workdays (at the time of the death) in the event of a death in the Member's family.

39.4 Family shall mean grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; son-in-law; daughter-in-law; and/or, ward.

39.5 Where the funeral occurs outside the province, the Member will be provided with a total of one (1) additional day for the purpose of traveling to and from the funeral (i.e., 4 days maximum).

39.6 The period of three or five working days prescribed above must include the day of the funeral. Bereavement leave may be lengthened by use of vacation leave, Family Responsibility Time, Paid Personal Leave, or leave of absence without pay.

39.7 Time off for attendance at the funeral of a deceased employee (other than a relative as mentioned above) is allowable at the discretion of the supervisor.

39.8 An employee whose vacation is interrupted because of a bereavement as outlined above will have the appropriate number of vacation days (5 for immediate family member or 3 family member) reinstated.

Article 40 – Compensation

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, 2025	$80,807	$121,211	3.75%
May 1, 2026	$83,716	$125,575	3.60%
May 1, 2027	$86,520	$129,781	3.35%

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, 2025	$69,262	$103,894	3.75%
May 1, 2026	$71,756	$107,634	3.60%
May 1, 2027	$74,160	$111,240	3.35%
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, 2025	$28.69	$48.10	3.75%
May 1, 2026	$29.72	$49.83	3.60%
May 1, 2027	$30.72	$51.50	3.35%
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) % 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 be 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, 2025: $1,185
May 1, 2026: $1,185
May 1, 2027: $1,185

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 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 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 Stipend for Program Coordinators

40.5 The value of the annual administrative stipend (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 $135 per percentage of time spent on administrative duties.

Flexible Spending Account for College Professors and College Research Professors

40.6 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, 2025: $1,250
January 1, 2026: $1,250
January 1, 2027: $1,250

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.

40.7 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. 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 inter-account 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.

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. Members contribute to the University Pension Plan.

Article 41 – Professional Membership for College Professors and College Research Professors

41.1 The University shall pay the annual membership fees to a professional organization or society when membership is determined by the University to be a requirement and mandated component of the Member's position. The University will not pay initiation fees.

Article 42 – Reduced Workload

42.1 This Article applies to Regular Full Time Members.

42.2 A Reduced Workload Appointment is one in which the appointment of a Regular Full Time Member is reduced from the Member's normal workload to less than full-time on a regular basis.

42.3 A Member seeking a Reduced Workload Appointment shall apply to the Director for Reduced Workload. The Director shall consider the application, considering the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.

42.4 The University shall not unreasonably deny a request for a Reduced Workload Appointment.

42.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.

42.6 The letter of application for a Reduced Workload Appointment shall include:

a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;

b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;

c) terms or conditions that the Member wishes to have associated with the Reduced Workload including terms or conditions respecting activities that would be reduced more than others or respecting the distribution of workload obligations within the period of Reduced Workload; and,

d) any other documentation the Member deems relevant to the application including any supporting statements from the Member.

42.7 If the Director or designate agree on the provisions of the proposed Reduced Workload Appointment as proposed by the Member those provisions shall be confirmed in writing and signed by the Director or designate and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance assessment during and after the period of Reduced Workload, rate of accrual for Study/Research Leave and benefits coverage.

42.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

42.9 The proposed Reduced Workload appointment shall be forwarded to the Dean or designate for final review and approval on behalf of the University. Within twenty days (20) of receipt of the proposal for a Reduced Workload Appointment a decision will be made. Any decision by the Dean or designate to not approve the proposal shall be accompanied by written reasons.

42.10 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.

42.11 Vacation and Sick Leave entitlements shall be as per Articles 31 and 32 except that the level of salary shall be pro-rated as per 42.10.

42.12 The amounts of any salary increase shall occur on a pro rata basis as in Article 42.10. Any percentage increases in salary shall be applied to the Member's pro-rated salary.

42.13 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 42.10 above.

Miscellaneous

42.14 A Member with a Reduced Workload Appointment may request that they resume a normal workload prior to the end of the agreed Reduced Workload Appointment. Such

requests shall be made in writing to the Director, or designate, normally at least six (6) months prior to the date on which the resumption is intended to be effective.

42.15 Members who are on a Reduced Workload Appointment will be eligible to apply for a Study Research Leave.

Article 43 – No Strike or Lockout

43.1 There shall be no Strikes or Lockouts during the term of this Agreement. Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act*.

Member Status

43.2 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal Strike or of one who is prevented from performing duties by a Lockout.

43.3 The University shall not refuse to re-employ a Member solely because of exercising their right to strike as a result of a legal Strike declared by the Association relative to Unit 2 or as a consequence of a Lockout imposed by the University relative to Unit 2. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

Appendix A - University Policies related to the Terms and Conditions of Employment for UGFA Unit 2

HR Policy 305: Employment Equity Policy
https://www.uoguelph.ca/diversity-human-rights/employment-equity/employment-equity-policy

HR Policy 311: Personal Data Change
https://www.uoguelph.ca/hr/node/4124/

HR Policy 316: Conditions of Employment
https://www.uoguelph.ca/hr/node/4127/

HR Policy 401: Educational Opportunities Program
https://www.uoguelph.ca/hr/node/4129/

HR Policy 403: Scholarship Plan
https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/403-scholarship-plan

HR Policy 502: Paid Holidays
https://www.uoguelph.ca/hr/node/4133/

HR Policy 511: Consumption of Alcoholic Beverages, Illicit Drugs or Recreational Cannabis at Work
https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/511-consumption-alcoholic-beverages-illicit-drugs-or-recreational-cannabis-at-work-all-employees

HR Policy 513: Time off for Hazardous Weather/Emergency Closings
https://www.uoguelph.ca/hr/node/4140/

HR Policy 515: Employee Assistance Program
https://www.uoguelph.ca/hr/staff-faculty-hr-policies-all-employees/515-employee-assistance-program-all-staff

HR Policy 518: Athletic Fee Subsidy
https://www.uoguelph.ca/hr/node/4142/

HR Policy 608: Pay at Death
https://www.uoguelph.ca/hr/node/4143/

Intellectual Property
http://www.uoguelph.ca/research/system/files/intellectual_property_policy.pdf

Appendix B – Health, Safety and Wellness Resources

Accommodation Partnership Program
https://www.uoguelph.ca/facultyrelations/college-professors/accessibility-college-professors

Environmental Health and Safety
https://www.uoguelph.ca/hr/hr-services/welcome-environmental-health-safety

Incident and Injury Reporting
http://www.uoguelph.ca/hr/incident-and-injury-reporting

Ergonomics
http://www.uoguelph.ca/hr/managers/ergonomics

Occupational Health Surveillance
https://www.uoguelph.ca/hr/hr-services-occupational-health-wellness/occupational-health-surveillance

Sexual Violence Support & Information
https://www.uoguelph.ca/sexualviolence/policies

Workplace Harassment Prevention Policy
https://www.uoguelph.ca/hr/hr-services/environmental-health-safety-ehs/workplace-harassment-prevention-policy-and-program

Workplace Violence Prevention Policy
https://www.uoguelph.ca/hr/hr-services/environmental-health-safety-ehs/workplace-violence-prevention-policy-and-program

Wellness@Work
https://www.uoguelph.ca/wellnessatwork/

Additional website links may be developed through the life of this agreement. Such links and updates will be forwarded to Members via email.

Letter of Understanding #1 flex
Re: Course Teaching Evaluations

The Parties agree that until such time as a new university-wide Student Evaluation of Teaching tool is developed, the current approved SET shall remain in use.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #2
Re: Executive Council

There shall be one Member representative (College Research Professor/ College Professor) on the Executive Council, appointed April 1st by the UGFA for a two-year term. A Member is limited to two consecutive terms.

The Executive Council shall meet bimonthly with the general purpose of reviewing key activities of the campus related to academic, research, business development, capital investment and strategic investment. Responsibilities of the Council include collegial input on strategic direction, reviewing key campus initiatives and enhancing campus communication.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #3
Re: Teaching by Non-UGFA Members

Except under exceptional circumstances, the University will not substantially increase the number of non-UGFA Unit 1 or Unit 2 Members performing the teaching duties at Ridgetown and Clinton.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #4
Re: Benefits

Effective on the first day of the second month following ratification, the following amendments shall be made to the Extended Health Care plan:

a) Increase the annual dollar allocation for psychological services from $1,200 per calendar year to $2,000 per calendar year. Coverage includes counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, occupational therapists or clinical counselors licensed and registered by the Provincial governing body in the Canadian province in which the services are provided;

b) introduce the pooling of individual paramedical practitioners services (Chiropractor, Osteopath, Chiropodist/Podiatrists, Acupuncture, Naturopath, Speech Therapist, Massage Therapist) dollar allocations to a combined dollar allocation of $2,500 per year with a $75/per visit maximum.

c) increase the dollar allocation for vision care from $350 every 24 months for adults and 12 months for children to $500 every 24 months for adults and 12 months for children.

Effective July 1, 2019, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #5
Re: Maintenance of the Scholarly Environment

The Parties acknowledge that a critical mass of RFT Members is essential to enable Ridgetown to achieve its mission. The Parties agree that work performed by College Lecturers, while of value to the institution, does not satisfy this need.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #6
Re: Course Scheduling

The Parties agree that the Members will elect one (1) Member on a biennial basis (beginning 2019 to participate in the scheduling process in addition to the Program Coordinators. Biennial elections for this position will be held no later than April 30 of the applicable year.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #7
Re: Employee Assistance Program

The Parties agree to make available, effective September 1, 2019, access to an Employee Assistance Program (EAP) to College Lecturers and their eligible spouses and/or dependents. Access to the EAP services will be limited to periods where a Member holds an active Lecturer appointment. In order to ensure continuity of care and to provide continued support, where EAP services were accessed during an active Lecturer appointment and the contract ends prior to program completion, such access will be continued into the next semester. EAP entitlements and program eligibility will be in accordance with the contract between the University and the EAP provider which may be amended from time to time.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #8
Re: 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.

On Behalf of the University of Guelph	On Behalf of the University of Guelph Faculty Association Unit 2
Laurie Arnott Chief Negotiator & Assistant Vice President, Faculty and Academic Staff Relations	Lezlie Cunningham Chief Negotiator & Vice President, UGFA

Letter of Understanding #9
Re: 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 organize 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.

On Behalf of the University of Guelph

Laurie Arnott
Chief Negotiator & Assistant Vice President,
Faculty and Academic Staff Relations

On Behalf of the University of Guelph
Faculty Association Unit 2

Lezlie Cunningham
Chief Negotiator & Vice President,
UGFA

Letter of Understanding #11 – Workload Study Committee

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

No later than January 1, 2026, the Parties agree to strike a joint Workload Study Committee (WSC) to discuss Member workload.

The WSC shall be comprised of four (4) representatives of the Association, appointed by the Association; and four (4) representatives of the University, appointed by the University.

The WSC shall consider, but is not limited to, the following:

1. Ways to streamline workload (e.g., scheduling all labs for an instructor or course on a single day to address work associated with set up and take down);
2. Course loads (e.g., hours of stand-up teaching distribution of courses across semesters);
3. Contracts - TFT College Professors, College Lecturers (length relative to duties, multi-year appointments, expertise for appointment, etc.); and
4. Program Coordinator workloads including distribution of administrative, teaching and scholarship effort, etc.

The WSC shall meet regularly as determined by the committee.

The WSC shall jointly meet with Members of the Veterinary Technology Program and College Research Professors and College Professors who do not teach in the Veterinary Technology Program.

The WSC shall provide a joint report of recommendations to the Dean, OAC, no later than September 30, 2028 for consideration.

On Behalf of the University of Guelph	On Behalf of the University of Guelph Faculty Association Unit 2
Laurie Arnott Chief Negotiator & Assistant Vice President, Faculty and Academic Staff Relations	Lezlie Cunningham Chief Negotiator & President, UGFA

Memorandum of Understanding #1

Self-Funded Leave for Regular Full Time Members

The University of Guelph has a self-funded leave plan for Regular Full Time Members. If you are eligible, the plan gives you an opportunity to fund a leave of absence by deferring a portion of your salary, which will then be paid to you at the time of the leave. In accordance with the *Income Tax Act of Canada*, you are entitled to defer taxes on the deferred salary until the leave period.

How It Works

Under this plan, you may apply for a leave of absence of up to twelve (12) months. To fund this leave, a portion of your annual salary (up to thirty-three and one-third percent (33 1⁄3) would be held in an interest bearing account. At the end of a specified period, you would go on leave of absence and be paid the amount set aside in the account.

For example, you may choose to work for three (3) years at seventy-five percent (75%) of your normal salary. The remaining twenty-five percent (25%) would be deposited in an interest- bearing account. In year four (4), you would go on leave and receive the amount set aside in the previous years. (In this case, seventy-five percent (75%) of annual salary).

During the deferral period, you would only pay tax on the amount actually received rather than on the amount earned. In the example above, you would be taxed on seventy-five percent (75%) of salary for four (4) years rather than one hundred percent (100%) for three (3). This could result in less total tax on the same total salary.

The chart below provides some further examples of possible deferral options. Please contact the Total Compensation Unit in Human Resources for further details.

Examples of Salary Deferral Options for Annual Salary of $30,000:

Period of deferral in years	Salary deferral per year	Annual salary payable in deferral period	Annual Salary payable in leave of 1 year
1	33 1⁄3% = $10,000	66 2⁄3% = $20,000	33 1⁄3% = $10,000
2	33 1⁄3% = $ 10,000	66 2⁄3% = $20,000	66 2⁄3% = $20,000
2	25% = $7,500	75% = $22,500	50% = $15,000
3	25% = $7,500	75% = $22,500	75% = $22,500
3	20% = $6,000	80% = $24,000	60% = $18,000
4	20% = $6,000	80% = $24,000	80% = $24,000
4	25% = $7,500	75% = $22,500	100% = $30,000

5	20% = $6,000	80% = $24,000	100% = $30,000
5	15% = $4,500	85% = $25,500	75% = $22,500
6	10% = $4,500	90% = $27,000	60% = $18,000
6	15% = $4,500	85% = $25,500	90% = $27,000

The following describes the terms and conditions of this plan in detail.

Terms and Conditions

Eligibility

The plan is available to Regular Full Time Members (i.e., internal employee classification code B) eighteen (18) months after completing the probationary period.

Application

It is recommended that all the implications of self-funded leave plan be fully understood before you apply. Hence, discuss the plan with someone in the Total Compensation Unit in Human Resources before applying.

An application to participate in the plan must be made in writing to the Director. It will then be forwarded to the Dean for review. The self-funded leave will be granted only if, in the opinion of the Director, the job can be adequately filled in your absence. If approved, the application will then be forwarded to the Associate Vice-President (Human Resources) for implementation.

If you are promoted or transferred to a different department during the deferral period, your continued participation in the plan is subject to the approval of your new Supervisor.

Salary Deferral

The amount of salary to be deferred in any one (1) year may not exceed thirty-three and one-third percent (33 1⁄3%) of your annual salary. The deferred salary will be held in a separate account for you in a bank or trust company chosen by the University of Guelph. Interest will be credited to your account monthly. The accumulated interest will be paid and reported to you each year during the deferral period.

The interest on this account is taxable in the calendar year it is earned and the amount must be reported by you and your personal income tax return for that year. The amount of interest earned will be reported to you and to Revenue Canada on a T5 form.

Duration of Leave

The leave must start within six (6) years of the date of the first salary deferral. The leave can be as short as three (3) consecutive months if the purpose of the leave is to permit the full-time attendance at a designated educational institution, otherwise the leave

must be a minimum of six (6) consecutive months. The leave can be as long as twelve (12) months.

During the leave, you may not be employed by the University in any capacity even if that employment is casual and unrelated to your normal duties.

Payment of the Deferred Salary

The deferred salary will be paid to you in equal monthly installments. For example, if you have saved forty-percent (40%) of your annual salary and have chosen to take a six (6) month leave, the deferred amount will be paid to you in equal installments over six (6) months (your normal salary from the University will cease for the duration of your self-funded leave).

Return from Leave

Upon returning from your leave of absence, you have the right to return to the same or equivalent position you held prior to going on leave of absence without loss of salary or seniority. Your vacation and sick leave balance that has accumulated before your leave will be reinstated.

Cancellation of Leave

Employees who join the plan must follow through with their commitment. However, in unforeseen or extenuating circumstances, such as a promotion or transfer to a new job, you may withdraw from the plan up to three (3) months before the date of the scheduled leave. Your department supervisor and the Associate Vice President (Human Resources) must be informed in writing of your intention to withdraw from the plan. On leaving the plan you will receive the amount of salary accumulated (less tax) plus any interest not already paid. Withdrawal from the plan will not prevent you from reapplying at a later date.

Should you die while participating in the plan any balance in your account at the time of death will be paid to your estate.

Benefit Coverage

During the Salary Deferral Period

- You will continue to contribute to the Pension Plan based on your full one hundred percent (100%) salary.
- Income Tax and both employee and employer Canada Pension Plan contribution will be based on your reduced salary.
- Employment Insurance contributions will be based on your full one hundred percent (100%) salary.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary and normal cost-sharing arrangements will apply.

- Extended Health and Dental Insurance premiums will be deducted, and the normal cost-sharing arrangements will apply.
- Vacation credits, sick leave and seniority will accumulate as if you are receiving one hundred percent (100%) of salary.

During the Leave Period

- You will continue to contribute to the Pension Plan on your full one hundred percent (100%) salary.
- Income Tax and both employee and employer portions of Canada Pension Plan contributions will be deducted from the deferred salary payments.
- Employment Insurance premiums will not be deducted from the deferred salary payment as the leave period is not a period of employment for purposes of Employment Insurance (Unemployment, Sickness, Adoption, Maternity and Paternal Leave). The period of leave may hinder your eligibility for Employment Insurance Benefits. Please contact the Total Compensation Unit in Human Resources for further details.
- Life Insurance and Long Term Disability premiums and benefits will be based on your full one hundred percent (100%) salary. Normal cost-sharing arrangements will apply. If you become disabled during the leave period your sick leave payments will commence on the scheduled completion of your leave, assuming you are disabled at that time and the Long Term Disability elimination period will begin on the date you became disabled with benefit payments commencing on the later of your scheduled return to work or completion of the elimination period.
- Extended Health and Dental Insurance premiums will continue, and the normal cost-sharing arrangements will apply.
- You will remain eligible for normal salary increases based on the level of performance while in full-time employment. Any increases will become effective on your return to work.
- Vacation will not accumulate and cannot be used after the first month of leave.
- You will continue to receive credit for length of service.
- Seniority shall accrue during the leave period.

Other Matters

The University intends to maintain this plan in force indefinitely but retains the right to amend or discontinue this plan in whole or in part at any time. However, no amendments to this plan initiated by the University will reduce the benefits accruing to you if you are enrolled in this plan at the time of the amendment.

On Behalf of the University of Guelph	On Behalf of the University of Guelph Faculty Association Unit 2
Laurie Arnott Chief Negotiator & Assistant Vice President, Faculty and Academic Staff Relations	Lezlie Cunningham Chief Negotiator & President, UGFA

Memorandum of Understanding #2

8-9-10 Month Appointments

While working, employees are eligible for normal cost-sharing for Extended Health, Dental, Group Life Insurance, and the Long Term Disability and Pension Plans. During unpaid status normal cost-sharing continues for Extended Health, Dental, and Group Life Insurance, but not Long Term Disability or Pension Plans, which are reinstated immediately on returning to work. During unpaid status, to maintain cost-sharing for eligible plans, employees must remit their portion of costs within 30 days of billing. Employees who cannot work during the predetermined paid work period because of illness are eligible for sick pay and Long Term Disability benefits as per normal University practice. Note that Long Term Disability payments begin only on the normal return to work date. Sick leave credits are as per normal University policy or the appropriate collective agreement. Employees may not use sick leave during the predetermined unpaid status period.

On Behalf of the University of Guelph	On Behalf of the University of Guelph Faculty Association Unit 2
Laurie Arnott Chief Negotiator & Assistant Vice President, Faculty and Academic Staff Relations	Lezlie Cunningham Chief Negotiator & President, UGFA